

# Contract Payment Request FAX Header



ISES\_00013969

Confidential Business Information

Claim Withdrawn. Contains No CBI. 1/6/2016\_YB

Request No	08809020	Vendor No	109995	Vendor	HEADWATERS RESOURCES	FAX TO:	8-433-5401	Pmt Method:	CHK
Invoice No	7174920	Invoice Amount	\$19,623.30	Total # of Invoice Pages	1				
Preparer:	NEVADA JAMES	Approver:	DONALD YOUNG						

OCT-15-2007 MON 09:10 AM ISE RESOURCES INC

FAX NO. 8705344817

P. 01

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

DATE	10/11/2007
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Invoice 7174920

PAGE: 1

BILL TO:

ENTERGY-INDEPENDENCE  
555 POINT FERRY ROAD  
NEWARK AR 72562

SHIP TO:  
ENTERGY-INDEPENDENCE  
ASSEMBLY PLATFORM  
NEWARK AR 72562

PURCHASE ORDER NO.	CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REC.D SHIP DATE	MASTER NUMBER
QTY ORDERED	QTY SHIPPED	CENTRACO1	CHOUSE	EXEMPT	AR NET 30	CINDEP
1.00	1.00					1 714,922
EXTENDED PRICE						

CONTRACT 10164666 WK# 655326	DISCOUNT	UNIT PRICE	EXTENDED PRICE
\$19,623.30		\$19,623.30	\$19,623.30

Plant: CINDEP  
1.00

COTHERSVC  
Ticket Number: ASSEMBLY PLATFORM  
10/1/2007  
PO Number:  
Remarks:

FILED CFF WHE 232 MA 386





04/19/2006

Headwaters Resources  
10653 South Riverfront Pkwy  
Suite 300  
South Jordan, UT 84095

**Subject: CONTRACT NO. 10123237**  
**Wb: Contractor will construct the Economizer Materials Laydown Area For**  
**The replacement of the Unit 2 Economizer in September of year 2006.**

Ladies/Gentlemen:

Enclosed find subject contract. Please review, sign, fax me a copy and return the original to the plant address listed below, Attention: Milton J Englade. Also, please forward, either with the executed contract or under separate cover, a current certificate of insurance, with the required coverage and endorsements to my attention. Both documents must be on file prior to starting any Work.

Submit invoice to Entergy Arkansas, Inc. White Bluff Plant, 1100 White Bluff Road, Redfield, AR 72132-0126 Attn: Accounting. You may contact James P Williams at 501-688-7157 to obtain more information concerning this contract.

If you have any questions, please give me a call at 501-688-7057.

Sincerely,

Milton J Englade  
SR Procurement Specialist

cc: James P Williams  
File: 10123237

Claim Withdrawn. Contains No CBI. 1/6/2016\_YB

**Confidential Business Information**

WB\_00011837

**Entergy Arkansas, Inc.  
White Bluff Plant  
1100 White Bluff Road  
Redfield, AR 72132**

**Contract Number: 10123237  
Contract Issue Date: 04/19/2006**

**ENTERGY MULTIPURPOSE MAINTENANCE, MODIFICATION AND  
CONSTRUCTION SERVICES STAND-ALONE CONTRACT**

THIS CONTRACT is between Entergy Arkansas, Inc. (“Owner”) and Headwaters Resources (“Contractor”). Contractor’s commencement of performance of services or acceptance of any payments hereunder in advance of Contractor’s execution hereof shall constitute acceptance of all terms set forth herein.

In consideration of the undertakings and subject to the conditions set forth herein, the parties agree as follows:

**1. Definitions.** The words and terms specified in this Section, or pronouns used in their stead, shall, for the purpose of this Contract, have the meanings set forth below unless the context clearly indicates another meaning:

1.1 “Affiliate” means (a) Entergy Corporation, (b) any corporation, company, partnership or other entity in the United States which Entergy Corporation now or hereafter owns or controls, directly or indirectly (“Affiliated Company”), (c) any joint venture in which Entergy Corporation or an Affiliated Company owns fifty percent (50%) or more of the ownership interest, (d) any corporation, company, partnership or other entity that has an ownership interest, directly or indirectly, in any Site controlled, operated or managed by an Affiliated Company, or joint venture as described in (c) immediately preceding, and (e) any successor in interest to (a) through (d) above.

1.2 “Applicable Environmental Laws” means any and all laws, statutes, regulations, orders, rules, ordinances, or bylaws, and judicial interpretations thereof, whether existing as of the date of this Contract, previously enforced, or subsequently enacted, of the United States or of any state, locality or municipality in which Work under this Contract is carried out or performed or in which transportation, storage or disposal of Hazardous Substances, as defined herein, occurs or of any other governmental or quasi-governmental authority having jurisdiction, that relate to the prevention, abatement or elimination of pollution, Hazardous Substances or protection of the environment, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. § 9601 et seq.; the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6901 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. § 11001 et seq.; the Safe Drinking Water Act, the Toxic Substances Control Act, 15 U.S.C. Sections 2601 et seq.; and the Hazardous Materials Transportation Act, 49 U.S.C. § 1801 et seq., as any or all may be amended, changed or supplemented.

1.3 “Competence” or “Competent” means the expertise, experience, capability and specialized knowledge to perform Work in a good and workmanlike manner and within all accepted standards for the industry.

1.4 “Hazardous Substance” means any substance, pollutant, toxic substance, hazardous waste, hazardous material, or petroleum product now or hereafter defined in, denoted by or designated pursuant to the law of any state, locality or municipality, or any governmental or quasi-governmental authority having jurisdiction, or any state in which Work under this Contract is to be carried out or performed, or in which transportation, storage or disposal of any substance or material related to, or arising from, such Work occurs, Sections 307(a) and 311(b)(2)(A) of the Federal Clean Water Act, 33 U.S.C. § 1317(a), 1321(b)(2)(A); Section 112 of the Clean Air Act, 42 U.S.C. § 3412; Section 3001 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6921; Section 7 of the Federal

Toxic Substances Control Act, 15 U.S.C. § 2606; Section 101(14) and Section 102 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601(14) and 9602, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§ 9604 and 9607; or any other Applicable Environmental Laws, as defined herein, and as any or all of the foregoing may be amended, changed or supplemented.

1.5 "Law" means the all applicable laws including, without limitation the following: constitutional law, civil law, common law, international law, equity, treaties, statutes, decrees, edicts, codes, orders, judgments, rules, ordinances and regulations of any local, municipal, territorial, provincial, federated, state, national or other duly constituted governmental authority or agency.

1.6 "Site(s)" means the locations where the Work is to be performed, as designated in this Contract.

1.7 "Specifications" means the description of required maintenance, repair, modification, construction or other services required by Owner and any detailed requirements contained in this Contract as same may be modified or amended.

1.8 "Subcontractor(s)" means any subcontractors, suppliers or materialmen providing services or material to Contractor for the purpose of completing Work.

1.9 "Work" means each and every element of the maintenance, modification, repair, construction, technical services, or other activities required by this Contract, and includes all labor, testing, materials, equipment, transportation and other items necessary to complete such activities, except for items that are expressly stated to be the responsibility of the Owner in this Contract.

**2. Terms.** Contractor agrees to perform and complete the work as described below for the amount of money and in accordance with Owner's schedule described below.

**3. Description and Schedule of Work.** Contractor shall perform and complete the Work or jobs in accordance with Owner's specifications or standards, and Contractor shall furnish all labor, supervision, materials, tools and equipment necessary for performing the following work scope and as further defined in this paragraph, except for the items listed as being the responsibility of the Owner. This contract is for the construction of the economizer material laydown and staging area for unit two economizer replacement and consist of the following tasks:

1. Construct "BAB" roads in the material lay down area as shown on Sketch A.
2. Place a 200 Ft. by 70 FT. , 12 inch thick "BAB" pad in the area mark Staging Area 1 on the attached Sketch B
3. Install culverts and a 130 FT, By 90 FT., 12 inch thick "BAB" pad in the area marked Staging Area 2 on the attached Sketch B

BAB is a mixture of Bottom Ash and Fly Ash and is available at the White Bluff Site

The work of each of these tasks is explained in more detail below.

Task 1: Construct BAB roads in the material lay down area

The Owner is expecting to receive material for the economizer as early as June 15, 2006. Immediately upon notice to proceed, the Contractor shall begin work in this area and be complete by the June 15, 2006 date.

The material lay down area will be located in an area north of the existing units and east of the skill center. The roads shall be constructed of a 12 inch thick layer of BAB, crowned in the center of the road with a 1/8" per foot slope to the edge of the roads.

The work will include the removal of a culvert and drive into the area located off of the road running east and west at N 2740. This culvert is located at approximately E 305.

Prior to laying the BAB material down, the Contractor shall remove the top 6 inches of soil in the roadway area and compact the base. The spoil material shall be hauled by the Contractor to the White Bluff landfill and disposed of there in accordance with the owner's instructions. The Contractor shall furnish and install the 5 new culverts shown on the sketch. The culverts may be either galvanized metal culverts or plastic culverts. They shall be capable of supporting an ASHTO H-20 load.

The Contractor will install a small ditch along the western side of the western most BAB road draining the area to the north as shown on the sketch.

Straw bales shall be installed in the areas shown while the work is in progress.

#### TASK 2: Staging Area 1

This task is to install a 12 inch thick staging area made of BAB in the area just west of the scaffold storage area and to the east of Unit 2's precipitator. The pad shall be laid over the existing base and shall be graded to drain. The area of BAB will be approximately 200 Feet by 70 Feet. The general location of this area is shown on Sketch B

#### TASK 3: Install Staging Area 2

This area is located south of Unit 1's boiler. The work will consist of installing a continuous culvert in the existing ditch located in the center of the existing area (Will require some ditch work to straighten out the ditch prior to installing the culvert. The culvert size shall be 18 inches. The culvert shall be capable of supporting an AASHTO H-20 load. The Contractor will also install an 18 inch culvert for a 30 foot drive into this area from the roadway just to the south of the area. The contractor shall then install the 30 foot wide BAB drive and place a 12 inch thick BAB pad over this area. The area is approximately 130 Feet by 90 Feet. The general location of this area is shown on Sketch B

Work will start on or about 04/19/2006 and shall be entirely completed on or before 07/01/2006. Time is an essential element of this Contract. Contractor's Work shall be undertaken in full cooperation with the Owner and with the least-possible interference with the continuity and efficiency of other activities being conducted at the Site.

If any of the Work requires Contractor to deliver drawings, Contractor shall submit only those drawings that comply with the "Entergy Services, Inc. Operations / ETS / Engineering Drawing Specifications, DE-E-11," which shall be made available to Contractor upon request.

Contractor must comply with Entergy Services, Inc. requirement to display their own company-affiliated photo identification and wear steel toe safety shoes when on the Site. Access to Owner's facilities may be restricted to any Contractor employee not in compliance.

4. **Compensation.** This is a lump sum contract agreement and is not to exceed the \$ 32035  
**Compensation and is payable upon 100% completion of work scope statement contained**  
**Herein.**

Note: The amount shown is entered as the contract value. The contract value may equal the agreed amount for the described Work or could be higher than the agreed amount, due to estimation. The agreed amount must not be exceeded, unless Owner has authorized such change.

Any extra work shall be mutually agreed upon prior to starting such extra work. Owner will not be responsible for any additional costs that have not been pre-approved by Owner.

[For Texas construction contracts, include 10% retainage payable 30 days following completion of Work.]

## **5. Representatives and Claims Notifications.**

5.1 The following representatives are designated by Owner and Contractor respectively, for communications and liaison relative to this Contract:

Owner's Contract Manager: James P Williams  
White Bluff Plant  
1100 White Bluff Road  
Redfield, AR 72132-0126  
Phone: 501-688-7157

Contractor's Project Manager:  
Headwaters Resources  
10653 South Riverfront Pkwy  
Suite 300  
South Jordan, UT 84095  
Phone:

5.2 The Contract Manager shall not have the authority to waive any terms hereof or to execute Amendments; except that a Contract Manager is authorized to make minor changes pursuant to Section 10. Contractor's "Project Manager" shall have full authority to act for Contractor in connection with this Contract. Contractor shall not change this designated representative without the prior written approval of the Owner.

5.3 Any notice given by either party to the other pursuant to this Contract, including but not limited to, termination notices or assignments or subcontracts, shall be in writing and be deemed validly given if delivered in person, delivered by private, prepaid courier, sent by facsimile with confirmation or deposited in the mail properly stamped with the required postage and addressed to the last-known office address of the respective addressee. Either party hereto shall have the right to change any address or addressee it may have given to the other party by giving such other party due notice in writing of such a change. Until so changed, notices shall be given to the addressees at the addresses set forth above.

5.4 Contractor shall immediately notify the Owner's Contract Manager in writing of any Claims or accidents or injuries to persons or property in connection with Work hereunder and shall provide Owner prompt and free access to accident reports or claim investigations as requested by Owner. A copy of the notice required in the preceding sentence shall be sent by Contractor to Claims Management, Entergy Services, Inc., P.O. Box 8082 Little Rock, Arkansas 72203, and to Legal Services Department, P.O. Box 61000, New Orleans, Louisiana 70161. Claims shall mean all claims (a) brought for which Owner or an Affiliate may be liable, or (b) asserted as arising from or connected with the contractual relationship, or (c) which may materially impair the ability of the Contractor to perform any of its obligations to Owner and all events that in the light of reasonable experience may give rise to a claim included in the above categories.

## **6. Invoicing and Payment.**

6.1 For the satisfactory performance of Work, Owner agrees to pay Contractor the compensation due for the Work specified above upon the later of (i) acceptance of the Work by Owner or (ii) 30 days from Owner's receipt of Contractor's properly prepared invoice for the completed Work subject to the Owner's right to withhold those portions of the charges set forth therein that the Owner may contest in good faith, and other applicable provisions hereof. If applicable, a discount of 0% is allowed for payment within 0 days. Payment of Contractor's final invoice is conditioned upon receipt by Owner of satisfactory evidence of no undischarged liens arising because of the Work. Acceptance by Contractor of final payment shall constitute a waiver and release of all claims by Contractor against Owner in connection with the Work performed. All invoices submitted by Contractor shall be in the form and supported by such documentation as Owner may reasonably require. Any money due Contractor under this or other contracts between the parties shall be adjusted for amounts inappropriately invoiced, whether discovered prior or subsequent to payment by Owner. For all Work performed on time and material, unit price, or cost reimbursable basis, Contractor shall keep complete books or records and receipts of expenses to support charges billed. Overtime may be required in order to complete a specific portion of the Work or to carry out the Work effectively. If this is a fixed-price or lump-sum Contract, such overtime shall be deemed to be included as part of the fixed-price or lump-sum stated. In other cases, prior to scheduling any overtime, the written approval of the Contract Manager is required. Owner shall not pay the Contractor or its employees for non-performance time, i.e., vacation time, sick time, holidays or other leave time authorized by the Contractor, nor for travel time to and from the Site designated for the performance of services hereunder or time during which Contractor's employees are unable to work due to Contractor's noncompliance with Site-specific rules and regulations. The Contractor's holidays shall be consistent with the holiday schedule at the Site for which Work is being performed, unless otherwise specified.

6.2 Invoicing and payment of taxes shall be in accordance with Exhibit A attached hereto. Unless expressly provided otherwise in Exhibit A, no taxes are to be invoiced or charged to Owner. Owner's Contract Manager and the appropriate Contract Number must be referenced on all invoices. Upon request, Owner's Contract Manager will provide the mailing address for submitting invoices for payment. **Invoices shall separately itemize material costs, service costs, freight, the portion of the price representing manufacturing or processing machinery or other items that are exempt from taxes or subject to a lower rate and itemize tax rates applicable to each.**

7. **Termination.** Owner reserves the right to terminate this Contract, at any time, and for any or no reason, upon prior written notice to Contractor. In such event, Work in process and information developed for Owner by Contractor prior to termination shall be delivered to Owner. In the event Work is terminated in accordance with this Section, Owner shall pay Contractor, subject to any other provisions of this Contract that may reduce or suspend payment, (a) according to the compensation provisions contained in this Contract for non-lump sum or non fixed-price Work performed and obligations incurred prior to the termination, (b) for lump-sum or fixed-price Work, the percentage of any lump-sum or fixed-price which represents the percentage of the Work satisfactorily completed by Contractor, (c) for direct costs that Contractor incurs in terminating Work under the Contract, provided those costs (1) were authorized in advance by Owner, and (2) are properly supported by timesheets, invoices and the like. Owner's sole liability to Contractor for termination is contained in this Section and Owner shall not be liable for any costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, special or indirect damages, loss of anticipated profits or reimbursement for Work unperformed. Termination shall not relieve either party of obligations arising out of this Contract in connection with the Work performed prior to termination.

8. **Suspension.** Owner may suspend, at any time and for any reason, all or any of the Work upon prior written notice to Contractor and Contractor shall promptly comply and shall not place further orders or subcontracts for material, services or facilities unless required to do so in the suspension notice from Owner. Owner may, at any time, authorize Contractor to resume any part of the suspended Work and Contractor shall then promptly do so. Within ten (10) days from a subsequent written notice from Owner to Contractor to resume the suspended Work, Contractor shall submit a written invoice to Owner setting forth any actual and reasonable increases in Contractor's costs resulting solely from the Owner's suspension, and Owner shall reimburse Contractor for such costs, subject to Owner's right to contest in good faith the accuracy of the costs. Owner's sole liability to Contractor for suspension shall be determined in accordance

with this Section 8, and Owner shall not be liable for any other costs, claims, damages or liabilities whatsoever of Contractor or its Subcontractors, including without limitation, loss of anticipated profit or reimbursement for Work suspended. Contractor's contracts with Subcontractors shall contain a similar provision to this Section 8 to protect Owner from liability to Subcontractors for suspended Work.

**9. Risk of Loss and Use; Transportation.** In the event Owner provides Contractor with materials, tools or equipment, Contractor will make a full and complete accounting to Owner of the disposition of all such items issued and delivered to Contractor by Owner. Contractor will be responsible (at full replacement cost) for the loss or destruction of any materials, tools or equipment in its possession during the period of contract performance and for Work in process until the Work is accepted in its entirety by Owner, except to the extent any such loss is covered by the proceeds of an All Risk/Builder's Risk Policy paid to Owner. Upon completion of the Work, Contractor shall return any such property to Owner in the condition in which it was received, except as repaired or modified in the performance of the Work. Any or all such materials, tools or equipment are furnished on an AS-IS, WHERE IS, basis and Contractor shall be solely responsible for assuring itself of the safety and suitability of such equipment prior to use and shall indemnify, hold harmless and defend Owner, its employees, agents and Affiliates against any claims or damages arising from such use by Contractor. Unless provided otherwise in this Contract, all Work requiring loading, unloading, hauling, handling, storing, caring for, reloading, securing and rehauling of all Owner-furnished materials and equipment as required to transport all such items from the point of delivery (Owner or third-party storage points, freight cars, truck trailers or staging areas, whether at the Owner's facility or Contractor's facility) to the place of use, installation, repair or modification shall be performed by the Contractor at its expense. Contractor shall also pay on its own account any demurrage or damage charges imposed on the Owner by carriers that arise from Contractor's action or inaction. The Contractor shall report to the Owner, in writing, within twenty-four (24) hours after receipt, any shortage in or damage to Owner-furnished materials or equipment. The Contractor shall maintain accurate records of all Owner-furnished materials on hand, and of the disposition and use of such materials or equipment.

**10. Amendments and Minor Changes.** The Contract Manager shall have the authority to order, orally or in writing, minor changes in the scope of Work contained in this Contract, provided the change does not affect the compensation, cost or schedule of performance. The Contractor shall carry out such directions promptly. Except for the foregoing, no waiver, addition, deletion, or modification of any provision contained in this Contract shall be binding unless in writing and signed by duly-authorized representatives of both parties.

**11. Warranty.**

11.1 The Contractor represents and warrants that it has the Competence to perform the Work, has or shall obtain the necessary tools, equipment and personnel to perform the Work, shall assign qualified and competent personnel to the performance of the Work, such personnel shall use their best efforts to perform the Work described herein in the most expeditious, professional and economical manner consistent with the interests of the Owner, shall maintain and use all tools and equipment in accordance with manufacturer's specifications and recommendations and good engineering and operational practices, has or shall obtain, at its expense, before performing any Work all the necessary certificates, permits, licenses and authorizations to perform Work and conduct business, shall perform all Work in accordance with applicable Law and Applicable Environmental Laws, shall perform all Work in good faith, promptly and with due diligence and Competence, and fully comprehends the requirements and contingencies for performing Work and it shall examine the Site for any additional or special requirements and contingencies prior to performing Work. Contractor further represents and warrants that it shall ascertain whether any drawings and Specifications applicable to the Work are at variance with any applicable Law and good engineering and operational practices prior to beginning any Work. If Contractor discovers any variance, it shall promptly notify Owner in writing and ensure the necessary changes are made before proceeding with the part of the Work affected.

11.2 The Contractor warrants that it will perform the Work provided for in this Contract in conformance with the highest standards of care and practice appropriate to the nature of the Work and exercise the highest degree of thoroughness, competence and care that is customary in the utility industry. The Contractor further warrants that the Work performed hereunder will be of the kind and quality described in this Contract and will be free of defects in design (except where the Owner has furnished the design), title, workmanship, and materials. Contractor warrants that

any equipment or goods supplied hereunder shall be new unless otherwise specified in this Contract and that any Work supplied, repaired or modified by Contractor shall meet all performance or acceptance criteria in the applicable Specifications.

11.3 Without limiting the rights that Owner may have otherwise at Law or equity and in addition to the other warranties granted, Contractor guarantees and warrants that all Work performed and any materials and equipment provided in connection with the Work shall be free from defects or deficiencies for one year from the date of completion or acceptance of all Work, whichever occurs last. If Owner discovers any defect or deficiency during this warranty period, and Owner has notified Contractor of the defect or deficiency within a reasonable period of time after the end of the warranty period, Contractor, at its sole cost and expense, shall at Owner's option promptly repair or replace the defect or deficiency (including all other labor, materials and other Work necessarily incidental to effecting such correction of the defect or deficiency). Any Work provided under this Section to correct any defect or deficiency shall be warranted on the same basis as provided in this Section for the longer of (a) the balance of the one-year warranty period or (b) six months from the date of completion or acceptance, whichever occurs last, of the repair or replacement. In addition, Contractor shall use its best efforts to ensure that all warranties provided by Subcontractors, distributors, manufacturers or any other person or entity are assigned to the Owner. If any warranty cannot be assigned to the applicable Owner, Contractor shall use its best efforts to make that warranty available for the applicable Owner's benefit. Contractor shall deliver a copy of each written warranty that may be applicable to Owner. Contractor shall perform such tests as the Owner may reasonably require to verify that corrective rework complies with the original warranty. Should Contractor fail to remedy nonconformities promptly in accordance with this Section, the Owner, in addition to other available remedies at law or in equity, may perform such remedial work at Contractor's sole expense.

11.4 All Work must be thoroughly inspected by Contractor, and the Owner shall have the right, at reasonable times and frequencies and during normal working hours, to inspect and review Work being performed pursuant to this Contract by the Contractor or authorized subcontractors at the Contractor's, Subcontractors' or Owners' facilities without charge by Contractor. Neither the failure to make such inspections nor the approval of Work being performed shall relieve the Contractor of its responsibilities under this Contract.

## **12. Independent Contractor.**

12.1 Contractor shall maintain the status of an independent contractor with the sole authority to control and direct the performance of the details of the Work being rendered by its and Subcontractors' employees, and with responsibility for determining the safety of its and Subcontractors' employees performing Work. Contractor will at all times act as an independent contractor, and nothing stated or implied in this Contract shall be construed to make Contractor, nor shall Contractor represent Contractor to be, an employee or agent of Owner or any of its Affiliates. While Contractor's services shall meet with the approval of Owner, Owner is interested in the results to be achieved and, accordingly, the detail, manner and method of performing Work shall be the responsibility of, and under the supervision and control of, Contractor and Subcontractors. Contractor shall supply all personnel utilized by it in performing Work. Contractor and Subcontractors shall have complete control of, and supervision over their personnel, tools and equipment. The Owner shall have the right, but not the duty, to review the qualifications of Contractor's personnel and to disapprove unqualified personnel before assignment to perform Work hereunder. Nothing in this Section shall be construed as precluding the Owner from raising the "Statutory Employer" defense, if applicable, to any suit filed against the Owner by an employee of the Contractor or any Subcontractor. Further, notwithstanding anything in this Subsection to the contrary, the parties mutually agree that it is their intention to recognize the Owner as the statutory employer of the Contractor's and Subcontractors' employees, whether direct employees or statutory employees of the Contractor or any Subcontractor, in accordance with Louisiana Revised Statute 23:1061, while Contractor's and any Subcontractors' employees are providing Work hereunder within the State of Louisiana.

12.2 Notwithstanding anything in this Contract to the contrary, Contractor, and not Owner or any Affiliate, shall be solely responsible for (a) payment of all wages or salary or other compensation to Contractor personnel; (b) as applicable, withholding and payment of federal, state or local individual income taxes, FICA and other taxes and

applicable amounts with respect to any payments made to Contractor and Contractor personnel, except for any reimbursable sales or use taxes allowed to be billed pursuant to this Contract; (c) providing all pension and welfare benefits and other employment-related benefits, as applicable, to Contractor personnel, including, but not limited to, vacation, sick-pay, insurance, pension, medical, disability benefits, dental and life insurance and any profit-sharing benefits; and (d) all other legal and labor requirements regarding Contractor personnel. Contractor shall indemnify and hold harmless Owner and its past, present and future Affiliates, and any one or all of its past, present and future officers, directors, employees, plan fiduciaries, shareholders, and agents with respect to any claims, loss, expenses (including attorneys' fees and court costs), liability and damage, and penalty that any one or all of them may incur relating to or arising from or out of or in connection with any allegations by Contractor' personnel or Contractor or any third party, including any governmental entity that (1) any Contractor personnel are or were employees of Owner or Affiliate; (2) that any one or all are entitled to benefits from Owner or any Affiliates, including, without limitation, benefit or welfare plan participation, vacation, or sick leave; (3) asserts wrongful termination, libel, slander, interference with employment or business relationships, or any type of alleged employment action or alleged discrimination in employment activities.

### **13. Laws, Project Rules and Licenses.**

13.1 Contractor shall, prior to commencement of Work at any Site, request in writing from the Contract Manager copies of any applicable Site health, safety, quality and security rules, procedures and programs. Contractors and Subcontractors with access to the Owner's or Affiliates network shall also be required to abide by the then-current communications policies to which Owner subscribes, and which are available upon request. Owner may require Contractor, Subcontractor, and some or all of their employees to execute a confidentiality agreement related to the enforcement of the Entergy Communications Systems Policy; provided however, that failure of the Owner to require the execution of such confidentiality agreement shall not relieve the Contractor and Subcontractor from liability for failure to adhere to such policy. Contractor and its Subcontractors, if any, shall observe and comply with all such applicable Site health, safety and security rules, procedures and programs, and shall abide by all Law and the terms of any permit required for, or relating to, the Work to be rendered pursuant to this Contract. Contractor shall indemnify, defend and hold harmless Owner and its Affiliates with respect to any claims, expenses (including attorneys' fees), liability or damage arising out of Contractor's or Subcontractors' failure to comply with any such Law, rules, procedures or programs or the provisions of this Section 13.

13.2 Contractor shall be responsible for providing a healthful and safe work place and working environment for its employees and Subcontractors during performance of the Work. Contractor shall protect the health and safety of Contractor's, Subcontractor's and Owner's employees, the public, and other third parties from any danger associated with the Work. All tools, equipment, facilities and other items used by the Contractor and its practices employed to accomplish the Work are considered part of the working environment. No representation or warranty is made by Owner or its Affiliates that applicable Site health, safety, quality or security rules, procedures and programs are complete or adequate to protect any person from danger. To the contrary, it is incumbent upon the Contractor to assess the risks of its operations and develop safety procedures accordingly. Contractor's obligations under Section 13 hereof are minimum requirements and Contractor's observance and compliance with such rules, procedures and programs shall not serve to discharge or release Contractor from its responsibility to provide its employees and Subcontractors a healthful and safe work place and working environment or to adapt more stringent rules, procedures and programs as may be necessary to prevent personal injury, death or property damage arising out of or relating to the Work to be performed. In addition, Contractor is responsible for and shall ensure that all Work is performed in compliance with any changes to such Site health, safety, quality and security rules, procedures and programs as are made by Owner. Contractor agrees to adopt whatever methods, procedures and precautions are necessary to comply with the provisions of this Section 13 and shall not rely entirely upon Owner rules, procedures or programs to accomplish the goals and requirements of such Section. Owner may modify or replace, at any time, the Site health, safety, quality and security rules, procedures and programs applicable to Work by notifying Contractor either orally or in writing without complying with any provision on giving notice in this Contract. Contractor shall furnish Owner with written notice of Contractor's individual who is responsible for supervising Contractor's safety program and related record-keeping. If required by this Contract, Contractor shall employ a full-time, on-site qualified safety representative.

13.3 Contractor shall not undertake performance of the Work until the Work can be done safely. Contractor shall at all times conduct all Work under this Contract in a manner to avoid the risk of bodily harm or property damage. Contractor shall promptly take all precautions that are necessary and adequate to guard against any conditions that involve a risk of bodily harm or property damage. Contractor will only employ Competent, skilled employees and Subcontractors who are knowledgeable of dangers involved in the Work. Contractor shall continuously inspect all Work, materials and equipment to discover and determine any such conditions and shall be solely responsible for identification and correction of any such conditions. Contractor shall notify the Owner immediately of any accident or injury. Contractor shall provide the Owner a complete copy of all accident reports and access to any accident investigations or descriptions.

13.4 The Contractor shall not permit or suffer the introduction or use of intoxicating liquor, beverages, drugs or the possession of firearms, explosives, or weapons or any other contraband upon Work or Sites, or upon any location owned, leased or controlled by Owner.

13.5 It is incumbent upon Contractor, Subcontractors, and their personnel, to perform all tasks with safety as its highest priority. To this end, when non-English speaking personnel are employed or present on the Site, it is the Contractor's obligation and responsibility to ensure that all personnel understand all work area signage, emergency announcements via public address systems, Owner radios, cell and land-based phones, computer and personal communications, as well as safety training information, including but not limited to videotaped recordings provided by Owner or its Affiliates to the Contractor and that all non-English speaking personnel are capable of notifying others of safety hazards encountered or created in the workplace or Site. Supervision by an individual capable of translating shall be used to ensure that all signs, announcements or notifications can be translated immediately, providing for effective and safe work-rule enforcement. Should there be multiple non-English speaking crews, a translator is required for each crew. In the event the translator leaves a worksite where the Work is being performed by non-English speaking personnel, the Work being performed shall stop and the non-English speaking personnel shall vacate the worksite areas until they have a translator. Manpower charges to Owner shall cease for the time period the non-English speaking personnel are without a translator.

13.6 Contractor acknowledges that compliance with the provisions of Section 13 is of the highest importance. Any breach of this Section 13 shall constitute a substantial and material breach of this Contract entitling Owner, to exercise the rights and remedies specified in this Contract and any other rights and remedies under applicable Law or equity.

13.7 Contractor shall comply with all applicable Law. Without limiting the foregoing, unless this Contract is exempt from Executive Order 11246, under the rules and regulations of the Secretary of Labor (41 C.F.R. § 60), the Contractor agrees that during the performance of this Contract, it will fully comply with the provisions of the equal opportunity clause as set forth in Section 202 of Executive Order 11246 and 41 C.F.R. § 60-1.4(a)(1-7), which provisions are hereby incorporated by reference and made a part of this Contract. During the performance of this Contract, Contractor also agrees that it will fully comply with the applicable equal opportunity provisions of the Rehabilitation Act of 1973, as amended, and applicable regulations, 41 C.F.R. § 60-741, et seq., and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and applicable regulations, 41 C.F.R. § 60-2.50, et seq., which are hereby incorporated by reference and made a part of this Contract. The Contractor certifies that it does not and will not maintain or provide for its employees any facilities that are segregated by race, color, religion or national origin, or permit its employees to perform any services at any location, under its control, where segregated facilities are maintained, and Contractor will obtain a similar certification for all non-exempt Subcontractors, as required by 41 C.F.R. § 60-1.8. The Contractor further agrees that to the extent applicable, including but not limited to, the purposes of promoting small and small disadvantaged businesses, the Contractor will fully comply with the requirements of the Small Business Act, 15 U.S.C. Section 631, et seq., and the Office of Procurement Policy Act, 41 U.S.C. Section 423, et seq., as implemented in the Federal Acquisition Regulations found at 48 C.F.R. Part 1, et seq., all of which are hereby incorporated by reference and made part of this Contract. Contractor shall provide Owner with information, as requested by Owner or its Affiliates, to support any reporting that Owner must make pursuant to legal requirements, including information that Owner or its Affiliates need or otherwise request in order to comply with reporting

requirements of 48 C.R.R. 53.219 concerning small, small disadvantaged, and women-owned small businesses. Contractor shall ensure that any subcontractors do the same. In addition, Contractor shall, if applicable, comply with the Fair Labor Standards Act of 1938 (particularly sections 6, 7 and 12 thereof), as amended; the Social Security Act, as amended; and federal and state unemployment tax laws.

13.8 Contractor and all Subcontractors shall procure at their own expense all necessary municipal and other governmental permits, licenses and inspections in connection with Contractor's and Subcontractors' Work performed under this Contract. When required by Law or Owner, Contractor warrants that it will hold and will maintain current throughout this Contract, a Certificate of License issued by the Contractors Licensing Board of Arkansas if performing Work in Arkansas, a Certificate of Responsibility issued by the Mississippi Board of Contractors if performing Work in Mississippi, a license issued by the Louisiana State Licensing Board for Contractors if performing Work in Louisiana, any license required under Texas law if performing Work in Texas, or similar licenses from other states that are recognized and accepted by, if applicable, such Arkansas, Louisiana and Mississippi and Texas Boards. Contractor warrants that such license numbers were furnished to the Owner and were accurately printed on the exterior of Contractor's bid for the Work. Contractor will verify, and represents to Owner that all subcontractors approved by the Owner are duly-licensed.

13.9 With respect to the Work performed by Contractor or any Subcontractor, Contractor shall provide the Owner with such records and reports, including safety reports, concerning the Work as the Owner shall request.

13.10 Whenever requested to do so by the Contract Manager, Contractor shall immediately remove from the Sites, any employee of Contractor, any Subcontractor or any employee of Subcontractor performing Work. Contractor shall not allow such employee whom Owner or any Affiliate have requested be removed, back on the Site or on any of Owner's or Affiliates Sites or facilities without the prior written consent of the Owner. **CONTRACTOR HEREBY RELEASES, FOREVER DISCHARGES AND HOLDS HARMLESS OWNER AND ITS AFFILIATES FROM ANY COSTS, CLAIMS, LOSSES, AND DAMAGES OF ANY KIND WHATSOEVER BASED UPON NEGLIGENCE (ACTIVE OR PASSIVE) DEFAMATION, WRONGFUL DISCHARGE OR OTHERWISE WHICH CONTRACTOR, OWNER OR AFFILIATES MAY PAY, SUFFER, OR INCUR AS THE RESULT OF ANY SUCH REMOVAL.**

13.11 Company or User may, from time to time, issue one or more requests to Contractor to furnish to Company or User any or all of the following information: financial statements (including, but not limited to, balance sheets and income statements certified as prepared in accordance with generally accepted accounting principles), bank and trade references, Dun and Bradstreet Number, the legal form, state of incorporation or organization and full legal name of all of Contractor's parent companies, and periodic updates to any or all of the foregoing information. Contractor, at its sole cost and expense, shall promptly comply with such requests.

#### **14. Use of Information.**

14.1 Contractor warrants that it has full and unrestricted right to disclose all data and documents presented to Owner in the performance of this Contract, and that Owner has full and unrestricted rights to use, copy and distribute such documents and data as Owner may deem appropriate, and that such data and documents shall be the sole and exclusive property of Owner. Contractor, during the term of this Contract and afterward, shall not disclose specifications, drawings, data, software, business or technical information or any confidential or proprietary information provided to Contractor by Owner in connection with this Contract without Owner's prior written consent, except where such information was already publicly available or except where disclosure is required by judicial or regulatory bodies.

14.2 If either Contractor or Owner is made the subject of any claim or lawsuit based on the alleged infringement of any third-party patent, copyright or trade secret by reason of any aspect of the materials, services or Work provided or performed hereunder, it shall promptly notify the other party thereof in writing. Contractor shall defend, hold harmless and indemnify Owner and Affiliates against all claims or lawsuits based upon the actual or alleged infringement of any third-party right. The indemnity shall include, without limitation, all penalties, awards

and judgments; all court and arbitration costs; attorneys' fees; and other reasonable out-of-pocket costs incurred in connection with such claims or lawsuits. If any action results in an injunction against Owner or an Affiliate with respect to the Work, materials, services or facilities provided under this Contract, or in the event the use of the Work, materials, services or facilities furnished by the Contractor hereunder, or any part thereof, is, in such suit, held to constitute infringement, Contractor agrees that it shall, at its option and sole expense, either (a) procure for Owner or Affiliate the right to continue using the infringing subject matter, or (b) replace the infringing materials, Work, services or facilities with non-infringing items of equivalent value and functionality or modify the same so that it becomes non-infringing and retains its full value and functionality.

## **15. Risk Allocation.**

15.1 Contractor shall release and indemnify Owner and hold Owner harmless for loss or damage, howsoever caused, to Contractor's or Subcontractor's tools, equipment and other property, whether owned, leased, rented or borrowed, that are used or intended for use in the Work to be performed and for any consequential, special, incidental or indirect damages or loss of anticipated profits sustained by Contractor or Subcontractors.

15.2 Contractor shall compensate Owner for loss of or damage to existing property on the Site where Work is, or is to be, performed, and for any resulting indirect damages, or loss of anticipated profits sustained by Owner, if said loss or damage resulted from, arose from or related to the Work performed by Contractor or Subcontractors.

15.3 Contractor shall compensate Owner for loss or damage, howsoever caused, to Owner's property intended to be incorporated into or used in the Work to be performed and delivered to or located at the Site where Work is, or is to be performed.

15.4 Contractor shall release and indemnify Owner and hold Owner harmless for loss or damage, howsoever caused, to all Work in progress and all of Contractor's property intended to be incorporated into the Work and delivered to or located at the Site where Work is, or is to be, performed.

15.5 Notwithstanding any other provisions of this Contract to the contrary, Contractor shall also be responsible and not entitled to compensation from Owner for (a) any loss of money or securities in the care, custody or control of Contractor that are used or intended for use in performing Work, (b) unexplained or mysterious disappearance of any property in Contractor's care, custody or control, or shortage of any property disclosed on taking inventory, or (c) theft of property on the part of Contractor, Subcontractors or their agents or employees.

**15.6 THE PROVISIONS OF THIS SECTION 15 SHALL APPLY EVEN IF THE LOSS OR DAMAGE RESULTS FROM OWNER'S ACTIVE OR PASSIVE NEGLIGENCE.,**

## **16. Release and Indemnity.**

16.1 Contractor shall, to the fullest extent allowed by applicable law, indemnify, protect and hold harmless Owner, Affiliates and their contractors and each of their officers, directors, control persons, employees, agents and representatives (the "Indemnitees") from and against any and all losses, damages, including consequential, incidental and punitive damages, claims, liabilities, costs and expenses (including, without limitation, demands, fines, remediation costs, penalties, attorneys' fees, court costs, legal, accounting, consulting, engineering and other expenses) that may be imposed on, incurred by, or asserted against the Indemnitees or any of them by any party or parties (including, without limitation, a governmental entity), caused by, arising from, relating to or in connection with, in whole or in part, directly or indirectly: (a) Contractor's or Subcontractor's breach of any provision of this Contract, including, but not limited to, the representation and warranties set forth in this Contract, (b) Contractor's or Subcontractor's negligence, wrongful act or omission, breach of implied warranties, or strict liability by reason of property damage, personal injury or death, of whatsoever nature in connection with the performance of the Work by the Contractor or Subcontractor, (c) any violation of Law or Applicable Environmental Laws by Contractor or Subcontractor or (d) the treatment, storage, disposal, handling, transportation, release, spillage or leakage of any

Hazardous Substance in any form. **THIS INDEMNITY SHALL APPLY EVEN IN THE EVENT OF THE CONCURRENT NEGLIGENCE, ACTIVE OR PASSIVE, OF INDEMNITEES, OR ANY OR ALL OF THEM.** Indemnitees may require Contractor to defend all suits or claims concerning the foregoing.

16.2 Further, the Contractor shall be solely responsible for and shall indemnify, protect and hold harmless Indemnitees, and upon request of an Indemnitee, defend the Indemnitees, and each of them, from and against any and all losses, damages, including consequential, incidental and punitive damages, claims, liabilities, costs and expenses (including, without limitation, demands, fines, penalties, attorneys' fees, court costs, legal, accounting, consulting, engineering and other expenses), on account of the death of, or injury to the Contractor or any Subcontractor, any employee or agent of either, or any third party, caused by, connected with, relating to or arising from, in any way, in whole or in part, directly or indirectly, the Work performed or to be performed, or from the presence of the Contractor, Subcontractor, or their suppliers, materialmen, employees, agents or representatives on or near any Site or any property owned, leased, controlled or occupied by Owner or any Affiliate, **WITHOUT REGARD TO WHETHER ANY SUCH DEATH OR PERSONAL INJURIES HAVE BEEN CAUSED BY OR ARE ATTRIBUTABLE TO, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THE NEGLIGENCE, ACTIVE OR PASSIVE, OF ANY OR ALL INDEMNITEES, THE CONDITION OF THE SITE, STRICT OR PRODUCTS LIABILITY, OR OTHERWISE, AND NOTWITHSTANDING ANY OTHER PROVISIONS HEREIN TO THE CONTRARY.**

## **17. Subcontracts or Assignments.**

17.1 For Work to be performed in Louisiana, Contractor agrees to give preference to sources of supply within the State of Louisiana in subcontracting opportunities. Contractor shall not employ outside subcontractors to perform any of the services covered by this Contract without first procuring the written consent of Owner and requiring the subcontractor or assignee to produce evidence of insurance coverage required in Section 18. No approval shall relieve Contractor of any of its obligations under this Contract. Contractor shall be responsible for Work performed by all of its Subcontractors (approved or otherwise) to the same extent it is for activities performed by Contractor's employees and shall remain liable for all acts, omissions, errors and negligence of a Subcontractors. Contractor further hereby agrees to provide maximum practicable opportunity to small and small disadvantaged businesses (as such businesses are defined by the Small Business Administration or by the Federal Acquisition Regulations) for participation in any subcontracts that are to be let by Contractor in the performance of its obligations under this Contract. Lists of all subcontractors that qualify as such small or small disadvantaged businesses shall be supplied to Owner by Contractor.

17.2 Contractor shall not assign this Contract in whole or in part without the prior written consent of Owner which consent may be withheld for any reason and any such purported assignment shall be null and void and, at Owner's option, will constitute a material breach of this Contract. No assignment of this Contract even if consented to by Owner shall relieve Contractor of its responsibilities under this Contract. Any assignee of Contractor shall meet all the requirements of Section 18 as a condition precedent to the assignment.

## **18. Insurance.**

18.1 Contractor shall provide and maintain during the term of this Contract unless otherwise specified, at its own expense, insurance coverage in forms and amounts that Contractor believes will adequately protect it, but in no case less than:

(a) Notwithstanding any applicable statutory exemptions that may exist, Workers' Compensation Insurance in accordance with all applicable state, federal, and maritime laws, including Employer's Liability Insurance in the amount of \$500,000 per accident. The policy shall be endorsed to include a waiver of subrogation in favor of the Owner and Affiliates.

(b) Commercial General Liability Insurance including Contractual Liability Coverage covering liability assumed under this Contract, Products Liability Coverage, Completed Operations Coverage to remain in effect

for three years following the expiration or termination of this Contract, Broad Form Property Liability Coverage, Personal Injury Coverage, and Explosion, Collapse and Underground Hazards, with a combined single limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage.

(c) Commercial Automobile Liability Insurance including all owned, hired, leased, assigned and non-owned vehicles, with a combined single limit of \$1,000,000 per accident for Bodily Injury and Property Damage.

(d) Excess or Umbrella Liability Coverage following the form of coverage required in Subsections 18.1(a) through 18.1(c) above, with limits of liability, when combined with such primary coverage limits, equal to \$5,000,000 per occurrence.

(e) If services hereunder are professional in nature, Errors and Omissions Liability Insurance as may be appropriate and available in the amount of not less than \$1,000,000 per claim covering claims or damages because of injury or damages arising out of any act, error, or omission of Contractor in the rendering of professional services. Such coverage shall remain in effect for three years from the expiration or termination of this Contract.

(f) Such other insurance as may be deemed necessary or desirable by the Owner for the Work provided pursuant to this Contract.

18.2 Contractor's insurance policies required by Subsections 18.1(b), 18.1(c) and 18.1(d) above, shall include Owner and Affiliates as Additional Insured with respect to Contractor's performance under and liability arising from this Contract. Contractor hereby waives all rights of recourse, including any right to which another may be subrogated, against Owner and Affiliates for personal injury, including death, and property damage. All of Contractor's policies of insurance shall be primary and noncontributing with any other insurance maintained by Owner and Affiliates. Policies are to provide Owner with thirty (30) days' prior written notice of cancellation or any material adverse change in conditions or limit of liability.

18.3 Contractor shall provide Owner with Certificates of Insurance issued to Owner and Affiliates as the Certificate Holder, evidencing coverage currently in effect upon execution of this Contract and annually thereafter pursuant to the requirements of this Section 18.

18.4 Unless agreed otherwise in writing by the Owner, Contractor shall require any subcontractor providing services or Work under this Contract to carry insurance coverage in forms and amounts consistent with the requirements of this Insurance Article. Contractor shall obtain Certificates of Insurance evidencing such coverage prior to commencement of services or Work by the Subcontractor and shall present such Certificates evidencing coverage for the duration of the subcontract to the Owner and annually thereafter pursuant to the requirements of this Section 18.

18.5 Contractor and Subcontractors shall not begin Work until all of the insurance required of Contractor and Subcontractors is in force and the necessary documents have been received by Owner. Compliance with this requirement is hereby expressly made a condition precedent to the obligation of Owner to make payment for any Work performed.

18.6 The minimum insurance requirements set forth above shall not vary, limit or waive Contractor's or Subcontractors' legal or contractual responsibilities or liabilities to any party.

## **19. Environmental Requirements.**

19.1 Contractor and its Subcontractors shall, in performing Work, have the responsibility and liability for the proper management of Hazardous Substances and waste in accordance with all Law and Applicable Environmental Laws and in accordance with any permit required for, or relating to, the Work to be performed. In particular, Contractor and its Subcontractors shall implement procedures to minimize the generation of Hazardous

Substances and waste. These procedures shall include, at a minimum, process substitution, materials recovery, and continued product use. When possible, Contractor shall select less-toxic alternatives to minimize Hazardous Substance generation, consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize Hazardous-Substance waste and allow use of the remaining product, ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 C.F.R. § 261.7 or applicable state regulations, not commingle waste generated by Contractor or Subcontractor with any waste generated by Owner or others without prior written permission from Owner, segregate Hazardous Substances from non-Hazardous Substances at all times, either return to the supplier for credit, or transfer to Contractor's storage facility or next job site for use, any unused and still-usable materials belonging to Contractor, and control waste and Hazardous Substance generation activities, to the extent possible, to fall within the conditionally exempt small-quantity or small-quantity-generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations and any applicable state regulations. Contractor and its Subcontractors shall also ensure that all waste and Hazardous Substances are handled in compliance with any Exhibits relating to the management of such materials that are made a part of this Contract.

19.2 Contractor represents and warrants that it and its Subcontractors are and will remain in compliance with all Applicable Environmental Laws, have not been placed on notice of, or received any request for information, demand, or complaint concerning any violation of any Applicable Environmental Laws, are not now subject to any consent decree, compliance order, or enforcement order pertaining to any Applicable Environmental Laws, and have never been cited, convicted, fined or the subject of any administrative or criminal proceeding in connection with the handling, removal, storage, transportation, treatment, or disposal of any Hazardous Substance, that it and all of its Subcontractors have all licenses, permits, certifications and approvals from all appropriate federal, state and local authorities and governmental entities necessary to comply with all Law and Applicable Environmental Laws requirements for their activities and operations under this Contract, that its employees and the employees of all Subcontractors are properly trained in those federal, state and local environmental regulations and Laws that are relevant or applicable to the Work to be performed and are qualified and Competent to undertake the Work, that it will provide its employees and its Subcontractors' employees with any special information or training necessary for the successful completion of the Work under this Contract and further warrants that, if Hazardous Substances will be generated, handled, removed, stored, transported, treated or disposed of as part of the Work, that it will use only employees and Subcontractors' employees who are fully trained in the proper handling of Hazardous Substances.

19.3 In addition, Contractor represents and warrants that it will disclose to its employees and to its Subcontractors' employees the identity and nature of any Hazardous Substance to be encountered or handled by such employees during the course of the Work, that it and all Subcontractors have requested, and have been provided with, and have read and understood, and will comply with the Entergy Environmental Guidelines for the Site, and that Contractor and Subcontractors have communicated said Guidelines to their respective employees, and Contractor's and Subcontractors' employees shall abide by said Guidelines, that it and its Subcontractors will comply with the Occupational Safety and Health Administrator's Hazard Communication Standard, 29 C.F.R. § 1910.1200 regarding Material Safety Data Sheets ("MSDS"), and 29 C.F.R. § 1926 regarding safety and health regulations for construction.

19.4 At least two weeks prior to transporting any chemical onto a Site, Contractor shall provide the Contract Manager with a MSDS for each such chemical. Contractor shall not bring any chemical onto a Site that has been prohibited by Owner.

19.5 Contractor acknowledges that it has been made aware of the possibility that Work under some Contracts may involve, without limitation, the handling, storage, disposal, transportation, removal, or treatment of items such as, but not limited to, oil-filled equipment, fluorescent and other light bulbs or lamps, ballasts, battery cases, batteries, and containers of used oil. Some or all of such materials or items may constitute or contain Hazardous Substances. Certain of the materials or items may contain polychlorinated biphenyls (PCBs). If Work under this Contract involves such items or materials, Contractor represents and warrants that it will communicate such information to its and Subcontractors' employees, that its and its Subcontractors' employees are trained, qualified and Competent to handle properly such Hazardous Substances, that Contractor's and Subcontractors' employees are

properly licensed to handle such Hazardous Substances, and that Contractor and Subcontractors are knowledgeable and fully capable of properly handling, storing, disposing of, transporting, removing or treating such Hazardous Substances in compliance with Applicable Environmental Laws.

**20. Title.** Title to all Work, services, materials, supplies and structures procured by Contractor from third parties or supplied by Contractor and incorporated, or intended at the time of the procurement or supply to be incorporated, into the Work (excluding Contractor's tools, equipment and leased and rented items) shall pass to the Owner upon payment therefore by Owner, upon delivery to Owner's Site or when consumed in the performance of Work, whichever occurs first.

**21. Audit.**

21.1 The Contractor and all Subcontractors shall, throughout the term of this Contract and for at least four (4) years thereafter, keep and maintain complete and accurate time and other records or accounts of the Contractor, its affiliates and Subcontractors as are necessary to verify and support any and all charges billed to the Owner associated with this Contract. This includes verification that any and all material, services, labor and other expenses incurred under this Contract have been paid. This provision shall not entitle the Owner to audit fixed prices. All books and records shall be maintained in accordance with generally accepted accounting principles. Such books and records shall be made available at the Contractor's facility in the United States for verification, copying, audit and inspection by the Owner or its representatives, including Owner-authorized third-party auditors. Any such audit shall be at the Owner's expense and conducted during the Contractor's normal working hours; provided, however, that the Contractor shall provide reasonable assistance necessary to enable the Owner to conduct such audit, and shall not be entitled to charge the Owner for any such assistance. Amounts incorrectly or inappropriately invoiced to the Owner, whether discovered prior to or subsequent to payment by the Owner, shall be adjusted or reimbursed to the applicable Owner by the Contractor within five (5) days of notification by the applicable Owner to the Contractor of the error in the invoice. Contractor shall include the necessary provisions in its agreements with Subcontractors that shall assure access by Owner's employees and representatives to applicable records of Subcontractors.

21.2 Contractor represents and warrants that all financial settlements, billings, and reports rendered to Owner or its representatives shall reflect properly the facts about all activities and transactions handled for the account of Owner, which data may be relied upon as being complete and accurate in any further recordings or reporting made by Owner or its representatives for whatever purpose. Contractor shall notify Owner promptly upon discovery of any instance where the Contractor fails to comply with the foregoing. If Contractor discovers or is advised of any errors or exceptions related to its invoicing for Work, Contractor and Owner shall together review the nature of the errors or exceptions, and Contractor will, if appropriate, promptly adjust the relevant invoice and refund overpayments.

**22. Force Majeure.**

22.1 Force Majeure" means any event beyond the control and without fault or negligence of the party claiming inability to perform its obligations and which party is unable to prevent or provide against by the exercise of reasonable diligence, including, but not limited to, acts of God, acts of the public enemy, riot, civil commotion, expropriation or condemnation of facilities or Sites, changes in applicable Law, floods, droughts, fires, explosions, sabotage, terrorism, war, police or hostile action, criminal behavior, or other catastrophes, accidents causing damage to or destruction, in whole or in part, of the equipment or property necessary to perform the Work, or failure or refusal by any regulatory or other agency to act upon or grant permits, or licenses. Inability to pay moneys or financial hardship shall not, however, constitute events of Force Majeure.

22.2 No delay or failure in performance by Owner or Contractor shall constitute default under this Contract if, and to the extent, the delay or failure is caused by Force Majeure. Unless the Force Majeure event substantially frustrates performance of the Work or the purpose for the Work under this Contract, Force Majeure shall not operate to excuse, but only to delay performance of Work. If Work is delayed by reason of Force Majeure, Contractor shall promptly notify Owner. Contractor shall at its own expense do all things reasonably possible to mitigate or remove the effect of the Force Majeure event, and shall resume performance as soon as possible. In no

event shall Owner be liable to Contractor and Contractor shall hold Owner harmless for Contractor's, Subcontractors', and their employees' damages, anticipated profits, or other sums or payments occasioned by the event.

### **23. Termination Due to Contractor's Fault.**

23.1 If any or all Work to be performed is abandoned by Contractor, or if Contractor fails to meet its payroll or other current obligations, or allows any liens to attach to Owner's property under any applicable laws; or if the Owner, in its sole discretion, determines that the schedule of Work is not being maintained or that Contractor is violating any of the conditions or provisions of this Contract, in whole or in part; or if the Owner, in its sole discretion, determines that Contractor is refusing or failing to perform properly any Work or that Contractor is performing Work in bad faith or not in accordance with the terms thereof; or if Owner, in its sole discretion, determines that Contractor is failing to provide the labor, supervision, tools, equipment or materials necessary for the prompt performance of Work or failing to use due diligence in the performance thereof, the Owner may, without notice to Contractor's sureties and without prejudice to or limiting other remedies as may be available to the Owner, terminate Contractor's right to proceed with all or any portion of such Work by issuance of a written termination notice to Contractor.

23.2 Upon termination pursuant to the foregoing paragraph, the Owner shall have the right to complete the Work, the term "complete" to include repairing, remediation, removing or correcting any non-conforming or unsatisfactory Work, or to employ another contractor or other subcontractors to so do, and the Owner shall have the right to take possession of and use any of the materials, tools, equipment, supplies and other property then in use by Contractor for such Work or present on the Site. Owner shall return tools and equipment owned or leased by Contractor to Contractor upon completion of the job in as-good condition as when taken over by Owner, ordinary wear and tear excepted. Should Owner take over completion of the Work or obtain another contractor or subcontractors to so do, Owner's sole obligation shall be to pay Contractor, upon completion of the Work and subject to other provisions of this Contract that may reduce or suspend payment, (a) for Contracts providing for lump-sum or price-fixed based Work, the lesser of either (i) the percentage of any moneys due that represent the percentage of conforming Work satisfactorily completed by Contractor under this Contract prior to the effective date of Owner's termination notice to Contractor, less any amounts previously paid or (ii) the lump-sum or fixed-price for the Contract less all costs and expenses incurred by Owner in completing the Work and less any amounts previously paid; and (b) for Work to be performed on a basis of other than lump-sum or fixed-price, an amount determined by the compensation terms and conditions of this Contract for satisfactory and conforming Work performed and obligations incurred prior to the effective date of Owner's termination notice to Contractor, less any amounts previously paid and less any costs or expenses incurred by Owner to repair, remediate, remove or correct unsatisfactory or non-conforming Work. Notwithstanding anything to the contrary herein, in the case of lump-sum or fixed-price Contracts, if the costs and expenses incurred by Owner in completing the Work when subtracted from (a)(ii) above as provided herein, or in the case of non lump-sum, non fixed-price Contracts, if the costs and expenses incurred by Owner to repair, remediate, remove or correct unsatisfactory or non-conforming Work when subtracted from (b) above as provided herein, results in a negative sum, the Contractor and its sureties, if any, shall be liable for and shall, upon notice from the Owner, promptly pay to Owner the amount of such negative sum. The Owner shall not be required to obtain proposals for completing such Work, but may make such expenditures as in the Owner's sole judgment will best accomplish such reasonable and timely completion.

23.3 Upon receipt of any such written termination notice, Contractor shall, at its expense, for that Work affected by any such termination, assist the Owner in making an inventory of all materials and equipment in storage at the Site, in route to the Site, in storage or manufacture away from the Site, and on order from suppliers, assign to the Owner subcontracts, supply contracts and equipment rental agreements all as designated by the Owner; and remove from the Site all construction materials and equipment listed in said inventory other than such construction materials and equipment that are designated in writing by the Owner to be utilized by the Owner in completing such Work.

23.4 Owner's sole liability to Contractor for termination pursuant to this Section 23 or for assumption of Work is contained in this Section 23 and Owner shall not be liable for any costs, claims, damages or liabilities

whatsoever of Contractor or its Subcontractors, including, without limitation, consequential, incidental, special or indirect damages, loss of anticipated profit or reimbursement for Work unperformed.

**24. Deductions.** Owner shall have the right to deduct any loss, damage, liability, debt or claim, liquidated or otherwise, which such Owner may have against Contractor from the payment or amount owing to Contractor under this Contract, any other agreement, any Contract Order between Owner and Contractor under any other agreement, and any other Contract Order between or among Owner and any Affiliate (individually or in combination) and Contractor.

**25. Protection Against Claims and Bonding.**

25.1 This Contract shall not be binding against the Owner until the Owner has received such payment and performance bonds as may be required by the terms of this Contract in forms satisfactory to the Owner. Where required by this Contract, performance bonds and payment bonds shall each be made out in one hundred percent (100%) of the total price payable under this Contract and must be issued by a bonding company approved by the Owner. The bonds shall be signed by an authorized official of the bonding company and must be accompanied by the bonding agent's certified and current power of attorney. The Contractor shall deliver the required bonds to the Owner upon execution of this Contract and prior to commencement of the Work.

25.2 Contractor shall pay and completely satisfy all claims for labor, equipment, rentals and material employed or used by it in connection with any or all of the Work performed when those claims become due and payable. Contractor shall ensure that no liens of any kind are fixed upon or against the property of Owner by Contractor's employees, Subcontractors or Subcontractor employees. To the fullest extent permitted by law, Contractor hereby indemnifies, holds harmless Owner and Affiliates and agrees to defend same against any claims or rights of lien or security interests upon Owner's property or the Work as a result of the furnishing of labor, material or equipment under the terms of this Contract. Contractor shall, if required by the Owner, at time of delivery of any aspect of the Work or at such time as any payment under this Contract is due to be made, furnish the Owner with a verified certificate (or any similar document reasonably requested) showing names of Contractor's Subcontractors, materialmen and suppliers hereunder, the Work done or to be done by and the amount payable to each, and furnish waivers or other evidence acceptable to the Owner that said Subcontractors, materialmen and suppliers have been paid in full or in sufficient amount to justify the payment that is otherwise due. Should Contractor fail to supply such certificate or waivers or other evidence, or if, at any time, Owner should determine that Owner or any of its property might become liable for any claim or subject to any lien that is chargeable to Contractor, Owner may retain out of any payment then due Contractor under this Contract or any such payment thereafter to become due, an amount sufficient to completely indemnify Owner against such claims and liens, including all of Owner's costs associated therewith. Owner may retain the amount withheld until Contractor delivers to Owner a complete release of the claims and liens that is satisfactory to Owner. Owner may discharge or remove any claims or liens by bonding, payment or otherwise, all of which are chargeable to Contractor together with all attorneys' fees and costs, and Owner may deduct the amount of those claims and liens, attorneys' fees and costs in accordance with Section 24 of this Contract.

**26. Use of Site.** All materials and equipment shall be brought into the Site by making use of such roadways and drives as designated by the Owner or across the grounds along routes established by the Owner. At all times construction areas shall present a neat, orderly, and workmanlike appearance. Any streets, roadways, sidewalks, ground, plantings, trees or other property that may be damaged as a result of the Work shall be properly repaired or duly replaced in a timely manner by the Contractor to the full satisfaction of the Owner. The Contractor shall protect public roads and bridges that may be damaged by, interfered with, or given undue wear by reason of the Work done under this Contract, and shall repair or replace them if damaged at its own expense, to the satisfaction of the governmental authorities or the owners thereof. In the event the Work involves construction under or about public roads or railroads, the Contractor shall make suitable arrangements with governmental authorities and railroads to the end that the public using the highways and the movement of trains shall be safeguarded from accident and delay. Contractor shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of this Contract. If storage facilities and methods of storage are not described in the applicable specifications, the location of storage must be approved by the Contract Manager.

Contractor shall at all times keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, Contractor shall promptly remove all of its equipment, temporary structures and surplus materials not to be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, Contractor shall, at its expense, and in a timely manner, satisfactorily dispose of rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, including return to the Owner of any salvageable materials supplied by the Owner or paid for by the Owner for incorporation into the Work but not used; and Contractor shall leave the premises in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by the Owner at Contractor's expense.

**27. Hazardous Materials.** If Contractor should discover asbestos or other Hazardous Substance while performing the Work that was not known to exist, Contractor shall notify the Owner's representative immediately. Contractor shall not remove or further disturb such Hazardous Substance until Owner has provided Contractor with written instructions related thereto.

**28. Governing Law.** The validity, interpretation and construction of this Contract shall be governed in accordance with the Laws of the state in which the Owner's Site for which the Work being performed is located without reference to that state's principles of conflicts of law, except that Work in Mississippi shall be governed and construed in accordance with Arkansas law. **EACH PARTY WAIVES ITS RESPECTIVE RIGHT TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING FROM, UNDER OR IN CONNECTION WITH THIS CONTRACT.**

**29. Nonwaiver.** The failure of Owner to insist upon, in any instance, strict performance by the Contractor of any of the terms of this Contract shall not be construed as a waiver of Owner's right to enforce such terms on any future occasion.

**30. Severability.** It is agreed that if any clause or provision of this Contract is by the courts held to be illegal or void, the validity of the remaining portions and provisions shall not be affected, and the rights and obligations of the parties shall be enforced as if this Contract did not contain such illegal or void clauses or provisions.

**31. Consequential Damages.** **UNDER NO CIRCUMSTANCES SHALL OWNER OR ANY AFFILIATE HAVE ANY LIABILITY TO ANY OTHER PERSON OR ENTITY, INCLUDING, BUT NOT LIMITED TO, CONTRACTOR AND SUBCONTRACTORS, THEIR EMPLOYEES, AGENTS AND REPRESENTATIVES, FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED.**

**32. Headings.** The headings in this Contract are for ease of reference only and shall not be used to construe or interpret the provisions of this Contract.

**33. Attorneys' Fees.** Should it become necessary for Owner or an Affiliate to engage in legal proceedings for the purpose of enforcing this Contract or for the purpose of recovering damages sustained by Owner or an Affiliate due to Contractor's breach of this Contract, Owner and any Affiliate shall be entitled to reimbursement by Contractor for costs, attorneys' fees and any other reasonable expenses incurred in connection with those legal proceedings.

**34. Third-Party Beneficiaries.** Any Affiliate receiving the benefits of Work provided by Contractor, directly or indirectly, shall be a third-party beneficiary entitling such Affiliate to all warranties and indemnities as if the Affiliate were Owner as well as all rights normally accorded to a third party beneficiary. Except for such Affiliates, this Contract is solely for the benefit of the Parties hereto, and no third party shall be entitled to rely upon any provision hereof, claim any benefit hereby or enforce any right hereunder, except permitted successors and assigns.

**35. Counterparts.** This Contract may be executed in multiple counterparts and by different parties on separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute but one and the same Contract.

**36. Survival.** The provisions of this Contract that by their nature continue shall survive any expiration or termination of this Contract, including all obligations or rights that exist as a result of an event or the failure of an event prior to or at the time of expiration or termination of this Contract.

**37. Exclusive Obligors.** Notwithstanding anything in this Contract to the contrary, it is understood that the obligations of Owner hereunder shall be exclusively the obligations of the Owner, and other Affiliates shall have no liability whatsoever in connection therewith. If this Contract was issued by or on behalf of multiple Owners, it is further agreed that each such Owner is severally and not jointly liable to Contractor, and no Affiliate shall have financial or other responsibility or liability for any goods or services that were not furnished for such Affiliate's Site or operations.

**38. Entire Agreement.** This Contract, including all Exhibits constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, agreements, or understandings, written or oral, with respect to the subject matter hereof. The various parts of this Contract are intended to be complementary; however, any conflicts between the body of this Contract and the Exhibits attached hereto shall be resolved in favor of the terms and conditions contained in the body of this Contract.

Witness the due execution hereof by the parties hereto effective as of the day and year indicated on the top of the first page hereof. Please return the executed copy to our Beaumont office, shown on page 1.

**APPROVED:  
OWNER**

**ACCEPTED:  
CONTRACTOR**

**Entergy Arkansas, Inc.**

**Headwaters Resources**

By: Milton J Englade

By: \_\_\_\_\_

Title: Procurement Specialist

Title: \_\_\_\_\_

Issue Date: 04/19/2006

Date: \_\_\_\_\_

Contract 10123237

EXHIBIT A  
TO  
ENTERGY MULTIPURPOSE MAINTENANCE, MODIFICATION AND  
CONSTRUCTION SERVICES STAND-ALONE CONTRACT  
SHORT FORM

A. GENERAL

1. Except with respect to taxes paid directly by the Owner as may be described in Part B below, Contractor will bill and collect applicable state and local taxes in a timely manner. Prompt pay discounts or refunds obtained from taxing authorities will be passed on to the Owner.

2. Invoices shall separately itemize material costs, service costs, the portion of the price representing manufacturing or processing machinery or other items that are exempt from taxes or subject to a lower rate and itemize tax rates applicable to each.

B. COMPANY SPECIFIC SALES AND CONTRACTOR'S TAX PROVISIONS

1. Entergy New Orleans, Inc., Entergy Services, Inc., System Fuels, Inc., and Entergy Arkansas, Inc. - Contractor is solely responsible for billing and remittance of state and local taxes in a timely manner, except in cases where the Contractor is not registered or authorized to, and is not otherwise required to, collect and remit such taxes. In cases where contracts for repair or construction of permanent fixtures or structures are not subject to tax, the Contractor may be required to pay gross receipts or sales tax on sales to it of materials used in construction or repair. Thus, for cost reimbursable contracts, Contractor's invoices must itemize taxes paid by Contractor to its suppliers for materials used or consumed in the Work.



PEARL FAX Header

<b>Request No</b> P2553823	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-777-1410	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7258001	<b>Invoice Amount</b> \$584.39	<b>Total # of Invoice Pages</b> 3		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Flex Base Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice: 7258001  
Date: 3/9/2009  
Page: 3

Bill To:  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

Ship To:  
ENTERGY-WHITE BLUFF  
TR 703952  
REDFIELD AR 72132

Purchase Order No.		Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,002,951
QTY Ordered	QTY Shipped	Item Number	Description			Unit Price	Extended Price
22.39	22.39	CFLEXBASEHAND	Flex Base Handling			\$1.50	\$33.59
Plant:	CWHITE	Ticket Number: 91015704 3/5/2009 PO Number: Remarks:					
24.32	24.32	CFLEXBASEHAND	Flex Base Handling			\$1.50	\$36.48
Plant:	CWHITE	Ticket Number: 91015700 3/5/2009 PO Number: Remarks:					
20.68	20.68	CFLEXBASEHAND	Flex Base Handling			\$1.50	\$31.02
Plant:	CWHITE	Ticket Number: 91015699 3/5/2009 PO Number: Remarks:					
21.45	21.45	CFLEXBASEHAND	Flex Base Handling			\$1.50	\$32.18
Plant:	CWHITE	Ticket Number: 91015698 3/5/2009 PO Number: Remarks:					
Please remit payment to: Headwaters Resources, Inc. P.O. Box 974157 Dallas, TX 75397-4157				If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		Subtotal \$584.39 Misc \$0.00 Tax \$0.00 Freight \$0.00 Trade Discount \$0.00 Total \$584.39	
Thank You							

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVER FRONT PARKWAY, SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice: 7258001

Date: 3/9/2009

Page: 1

Bill To:  
 ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

Ship To:  
 ENTERGY-WHITE BLUFF  
 TR 703952

REDFIELD AR 72132

FPURJ CFGF C6PPWAR341 WBZ 095

Purchase Order No.	Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
	CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,002,951
QTY Ordered	QTY Shipped	Item Number	Description	Unit Price	Extended Price	
18.75	18.75	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$28.13	
Plant:	CWHITE	Ticket Number: 91015819 3/9/2009 PO Number: Remarks:				
17.78	17.78	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$26.67	
Plant:	CWHITE	Ticket Number: 91015817 3/9/2009 PO Number: Remarks:				
18.90	18.90	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$28.35	
Plant:	CWHITE	Ticket Number: 91015815 3/9/2009 PO Number: Remarks:				
14.67	14.67	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$22.01	
Plant:	CWHITE	Ticket Number: 91015807 3/9/2009 PO Number: Remarks:				
14.75	14.75	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$22.13	
Plant:	CWHITE	Ticket Number: 91015806 3/9/2009 PO Number: Remarks:				
16.32	16.32	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$24.48	
Plant:	CWHITE	Ticket Number: 91015805 3/9/2009 PO Number: Remarks:				
25.52	25.52	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$38.28	
Plant:	CWHITE	Ticket Number: 91015757 3/6/2009 PO Number: Remarks:				

REVIEWED

RECEIVED

MAR 12 2009

MAR 11 2009

**HEADWATERS RESOURCES, INC.**10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095

(870) 534-4600

Invoice: 7258001

Date: 3/9/2009

Page: 2

## Bill To:

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

## Ship To:

ENTERGY-WHITE BLUFF  
TR 703952

REDFIELD AR 72132

Purchase Order No.	Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
	CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,002,951
QTY Ordered	QTY Shipped	Item Number	Description	Unit Price	Extended Price	
25.00	25.00	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$37.50	
Plant:	CWHITE	Ticket Number: 91015727 3/5/2009 PO Number: Remarks:				
24.37	24.37	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$36.56	
Plant:	CWHITE	Ticket Number: 91015725 3/5/2009 PO Number: Remarks:				
24.99	24.99	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$37.49	
Plant:	CWHITE	Ticket Number: 91015723 3/5/2009 PO Number: Remarks:				
26.73	26.73	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$40.10	
Plant:	CWHITE	Ticket Number: 91015722 3/5/2009 PO Number: Remarks:				
23.40	23.40	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$35.10	
Plant:	CWHITE	Ticket Number: 91015717 3/5/2009 PO Number: Remarks:				
24.41	24.41	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$36.62	
Plant:	CWHITE	Ticket Number: 91015716 3/5/2009 PO Number: Remarks:				
25.13	25.13	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$37.70	
Plant:	CWHITE	Ticket Number: 91015709 3/5/2009 PO Number: Remarks:				



## PEARL FAX Header

<b>Request No</b> P2554572	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-777-1410	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7258559	<b>Invoice Amount</b> \$233.24	<b>Total # of Invoice Pages</b> 1		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Flex Base Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice: 7258559  
Date: 3/10/2009  
Page: 1



Bill To:  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

Ship To:  
ENTERGY-WHITE BLUFF  
TR 703952  
REDFIELD AR 72132

PPURJ CFGF CLOPPWAR341 WB2 093 058

Purchase Order No.	Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
	CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,004,127
QTY Ordered	QTY Shipped	Item Number	Description	Unit Price	Extended Price	
16.93	16.93	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$25.40	
Plant: CWHITE		Ticket Number: 91015837 3/10/2009 PO Number: Remarks:				
18.99	18.99	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$28.49	
Plant: CWHITE		Ticket Number: 91015868 3/11/2009 PO Number: Remarks:				
22.93	22.93	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$34.40	
Plant: CWHITE		Ticket Number: 91015869 3/11/2009 PO Number: Remarks:				
22.27	22.27	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$33.41	
Plant: CWHITE		Ticket Number: 91015870 3/11/2009 PO Number: Remarks:				
23.11	23.11	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$34.67	
Plant: CWHITE		Ticket Number: 91015871 3/11/2009 PO Number: Remarks:				
22.87	22.87	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$34.31	
Plant: CWHITE		Ticket Number: 91015872 3/11/2009 PO Number: Remarks:				
28.37	28.37	CFLEXBASEHAND	Flex Base Handling	\$1.50	\$42.56	
Plant: CWHITE		Ticket Number: 91015873 3/11/2009 PO Number: Remarks:				
Please remit payment to: Headwaters Resources, Inc. P.O. Box 974157 Dallas, TX 75397-4157			If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		<b>RECEIVED</b> MAR 16 2009 <b>REVIEWED</b> MAR 17 2009	
			Subtotal \$233.24 Misc \$0.00 Tax \$0.00 Freight \$0.00 Trade Discount \$0.00 Total \$233.24			

*Thank You*

**PEARL FAX Header**

<b>Request No</b> P2559630	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-777-1410	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7259729	<b>Invoice Amount</b> \$169.17	<b>Total # of Invoice Pages</b> 1		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Flex Base Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice: 7259729  
Date: 3/17/2009  
Page: 1

Bill To:  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

Ship To:  
ENTERGY-WHITE BLUFF  
TR 703952  
REDFIELD AR 72132

FPURJ CEGF C6PPWAR341 WB2 095

Purchase Order No.		Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,008,629
QTY Ordered	QTY Shipped	Item Number		Description	Unit Price	Extended Price	
24.21 Plant:	24.21 CWHITE	CFLEXBASEHAND Ticket Number: 91015936 3/17/2009 PO Number: Remarks:		Flex Base Handling	\$1.50	\$36.32	
18.88 Plant:	18.88 CWHITE	CFLEXBASEHAND Ticket Number: 91015935 3/17/2009 PO Number: Remarks:		Flex Base Handling	\$1.50	\$28.32	
26.27 Plant:	26.27 CWHITE	CFLEXBASEHAND Ticket Number: 91015934 3/17/2009 PO Number: Remarks:		Flex Base Handling	\$1.50	\$39.41	
17.56 Plant:	17.56 CWHITE	CFLEXBASEHAND Ticket Number: 91015932 3/17/2009 PO Number: Remarks:		Flex Base Handling	\$1.50	\$26.34	
25.85 Plant:	25.85 CWHITE	CFLEXBASEHAND Ticket Number: 91015931 3/17/2009 PO Number: Remarks:		Flex Base Handling	\$1.50	\$38.78	
		<div>RECEIVED MAR 25 2009</div>				<div>REVIEWED MAR 25 2009</div>	
Please remit payment to: Headwaters Resources, Inc. P.O. Box 974157 Dallas, TX 75397-4157				If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		Subtotal Misc Tax Freight Trade Discount Total	
						\$169.17 \$0.00 \$0.00 \$0.00 \$0.00 \$169.17	
<div>Thank You</div>							



## PEARL FAX Header

<b>Request No</b> P2584922	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-777-1410	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7264029	<b>Invoice Amount</b> \$42.53	<b>Total # of Invoice Pages</b> 1		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Flex Base Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

HEADWATERS RESOURCES, INC.  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice: 7264029  
Date: 4/20/2009  
Page: 1

Bill To:  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

Ship To:  
ENTERGY-WHITE BLUFF  
TR 703952  
REDFIELD AR 72132

FPURJ CEGF C6PPWAR341 WB2 058

Purchase Order No.		Customer ID	Salesperson ID	Tax Method	Payment Terms	Site ID	Master No.
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	2,024,757
QTY Ordered	QTY Shipped	Item Number	Description			Unit Price	Extended Price
28.35	28.35	CFLEXBASEHAND	Flex Base Handling			\$1.50	\$42.53
Plant:	CWHITE	Ticket Number: 91016612 4/20/2009 PO Number: Remarks: hauled 4/20/09					
RECEIVED APR 29 2009		REVIEWED MAY 12 2009					
Please remit payment to: Headwaters Resources, Inc. P.O. Box 974157 Dallas, TX 75397-4157				If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		Subtotal Misc Tax Freight Trade Discount Total	
						\$42.53 \$0.00 \$0.00 \$0.00 \$0.00 \$42.53	

Thank You

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

784483

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

FPURJ CEGF CLOPPWARI98 WBI 095

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,406,493
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
17.71	17.71		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.57
Plant:	CWHITE		Ticket Number: 26008532 5/17/2006 PO Number: Remarks: WR#:671214				
17.61	17.61		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.42
Plant:	CWHITE		Ticket Number: 26008531 5/17/2006 PO Number: Remarks: WR#:671214				
18.67	18.67		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$28.01
Plant:	CWHITE		Ticket Number: 26008530 5/17/2006 PO Number: Remarks: WR#:671214				
17.48	17.48		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.22
Plant:	CWHITE		Ticket Number: 26008528 5/17/2006 PO Number: Remarks: WR#:671214				
20.62	20.62		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$30.93
Plant:	CWHITE		Ticket Number: 26008526 5/17/2006 PO Number: Remarks: WR#:671214				
16.68	16.68		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$25.02
Plant:	CWHITE		Ticket Number: 26008525 5/17/2006 PO Number: Remarks: WR#:671214				
19.93	19.93		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$29.90
Plant:	CWHITE		Ticket Number: 26008522 5/17/2006				

Thank You

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 2

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/17/2006	1,406,493	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.70	16.70		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008521 5/17/2006	Flex Base Handling			\$1.50	\$25.05
Plant: CWHITE								
21.38	21.38		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008519 5/17/2006	Flex Base Handling			\$1.50	\$32.07
Plant: CWHITE								
16.36	16.36		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008518 5/17/2006	Flex Base Handling			\$1.50	\$24.54
Plant: CWHITE								
21.33	21.33		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008517 5/17/2006	Flex Base Handling			\$1.50	\$32.00
Plant: CWHITE								
17.38	17.38		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008514 5/17/2006	Flex Base Handling			\$1.50	\$26.07
Plant: CWHITE								
20.13	20.13		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008513 5/17/2006	Flex Base Handling			\$1.50	\$30.20
Plant: CWHITE								
17.04	17.04		PO Number: Remarks: WR#:671214 CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.56

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 3

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/17/2006	1,406,493
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
Plant: CWHITE			Ticket Number: 26008511 5/17/2006 PO Number: Remarks:				
19.91	19.91		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$29.87
Plant: CWHITE			Ticket Number: 26008508 5/17/2006 PO Number: Remarks: WR#:671214				
17.77	17.77		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.66
Plant: CWHITE			Ticket Number: 26008507 5/17/2006 PO Number: Remarks: WR#:671214				
17.34	17.34		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.01
Plant: CWHITE			Ticket Number: 26008506 5/17/2006 PO Number: Remarks: WR#:671214				
17.64	17.64		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.46
Plant: CWHITE			Ticket Number: 26008505 5/17/2006 PO Number: Remarks: WR#:671214				
17.71	17.71		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.57
Plant: CWHITE			Ticket Number: 26008497 5/17/2006 PO Number: Remarks: WR#:671214				
18.75	18.75		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$28.13
Plant: CWHITE			Ticket Number: 26008495 5/17/2006 PO Number:				

*Thank You*

Invoice 7086300

DATE \_\_\_\_\_

5/17/2006

PAGE: 4

BILL TO:

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

## SHIP TO:

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		5/17/2006		1,406,493	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
17.02	17.02		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008491 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$25.53		
Plant:	CWHITE												
17.96	17.96		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008489 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$26.94		
Plant:	CWHITE												
17.25	17.25		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008487 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$25.88		
Plant:	CWHITE												
17.04	17.04		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008483 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$25.56		
Plant:	CWHITE												
18.05	18.05		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008481 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$27.08		
Plant:	CWHITE												
17.66	17.66		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008479 5/17/2006 PO Number:			Flex Base Handling				\$1.50	\$26.49		
Plant:	CWHITE												
18.34	18.34		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008476			Flex Base Handling				\$1.50	\$27.51		
Plant:	CWHITE												
<i>Thank You</i>													

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 5

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/17/2006	1,406,493	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
24.89	24.89		5/17/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008473	Flex Base Handling			\$1.50	\$37.34
Plant: CWHITE			5/17/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008472	Flex Base Handling			\$1.50	\$24.48
16.32	16.32		5/17/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008459	Flex Base Handling			\$1.50	\$25.59
Plant: CWHITE			5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008456	Flex Base Handling			\$1.50	\$26.34
17.06	17.06		5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008452	Flex Base Handling			\$1.50	\$27.09
Plant: CWHITE			5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
17.56	17.56		5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
Plant: CWHITE			5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
18.06	18.06		5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
Plant: CWHITE			5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
16.88	16.88		5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32
Plant: CWHITE			5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008451	Flex Base Handling			\$1.50	\$25.32

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 6

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALCS I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	5/17/2006	1,406,493
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
18.22	18.22		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$27.33
Plant:	CWHITE		Ticket Number: 26008449 5/16/2006 PO Number: Remarks: WR#:671214				
18.01	18.01		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$27.02
Plant:	CWHITE		Ticket Number: 26008448 5/16/2006 PO Number: Remarks: WR#:671214				
16.99	16.99		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$25.49
Plant:	CWHITE		Ticket Number: 26008445 5/16/2006 PO Number: Remarks: WR#:671214				
18.54	18.54		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$27.81
Plant:	CWHITE		Ticket Number: 26008441 5/16/2006 PO Number: Remarks: WR#:671214				
17.88	17.88		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.82
Plant:	CWHITE		Ticket Number: 26008439 5/16/2006 PO Number: Remarks: WR#:671214				
18.35	18.35		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$27.53
Plant:	CWHITE		Ticket Number: 26008436 5/16/2006 PO Number: Remarks: WR#:671214				
17.52	17.52		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$26.28
Plant:	CWHITE		Ticket Number: 26008434 5/16/2006				

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 7

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		6/17/2006		1,406,493	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
18.57	18.57		PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008431 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008429 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008426 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008425 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008423 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008421 5/16/2006 PO Number: Remarks: WR#:671214 CFLEXBASEHAND			Flex Base Handling				\$1.50	\$27.86		
Plant:	CWHITE												
18.62	18.62					Flex Base Handling				\$1.50	\$27.93		
Plant:	CWHITE												
17.74	17.74					Flex Base Handling				\$1.50	\$26.61		
Plant:	CWHITE												
17.85	17.85					Flex Base Handling				\$1.50	\$26.78		
Plant:	CWHITE												
18.28	18.28					Flex Base Handling				\$1.50	\$27.42		
Plant:	CWHITE												
16.45	16.45					Flex Base Handling				\$1.50	\$24.68		
Plant:	CWHITE												
17.81	17.81					Flex Base Handling				\$1.50	\$26.72		

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4800

Invoice 7086300

DATE
5/17/2006

PAGE: 8

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER			
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		5/17/2006		1,406,493			
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE				
Plant:	CWHITE		Ticket Number: 26008417 5/16/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$25.94				
17.29	17.29		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008414 5/15/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$26.37				
17.58	17.58		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008413 5/15/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$26.75				
17.83	17.83		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008411 5/15/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$28.79				
19.19	19.19		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008410 5/15/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$26.58				
17.72	17.72		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008408 5/15/2006 PO Number: Remarks: WR#:671214			Flex Base Handling				\$1.50	\$26.78				
17.85	17.85		CFLEXBASEHAND												
Plant:	CWHITE		Ticket Number: 26008407 5/15/2006 PO Number:												
Thank You															



# Contract Payment Request FAX Header

<b>Request No</b> 78448310	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7086300	<b>Invoice Amount</b> \$1,570.93	<b>Total # of Invoice Pages</b> 9		
<b>Preparer:</b> THEONITA NICHOLS		<b>Approver:</b> JAMES WILLIAMS		

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7086300

DATE
5/17/2006

PAGE: 9

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER				
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/17/2006	1,406,493				
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE			
17.02	17.02		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008406 5/15/2006 PO Number:	Flex Base Handling			\$1.50	\$25.53			
Plant: CWHITE											
17.63	17.63		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008405 5/15/2006 PO Number:	Flex Base Handling			\$1.50	\$26.45			
Plant: CWHITE											
17.59	17.59		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008404 5/15/2006 PO Number:	Flex Base Handling			\$1.50	\$26.39			
Plant: CWHITE											
17.76	17.76		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008403 5/15/2006 PO Number:	Flex Base Handling			\$1.50	\$26.64			
Plant: CWHITE											
16.68	16.68		Remarks: WR#:671214 CFLEXBASEHAND Ticket Number: 26008401 5/15/2006 PO Number:	Flex Base Handling			\$1.50	\$25.02			
Plant: CWHITE			Remarks: WR#:671214								
Please remit payment to: Headwaters Resources, Inc P.O. Box 974157 Dallas, TX 75397-4157						If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		Subtotal \$1,570.93 Misc \$0.00 Tax \$0.00 Freight \$0.00 Trade Discount \$0.00 Total \$1,570.93			
						Thank You					



Contract Payment Request  
FAX Header

<b>Request No</b> 24548310	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7087477	<b>Invoice Amount</b> \$1,870.26	<b>Total # of Invoice Pages</b> 10		
<b>Preparer:</b> THEONITA NICHOLS		<b>Approver:</b> JAMES WILLIAMS		

HEADWATERS RESOURCES, INC.  
10853 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 10

**BILL TO:**  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**  
ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CGTHOMAS	CUSTOMER PICKUP	AR NET 30	5/23/2006	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
			5/18/2006 PO Number: Remarks:					
Please remit payment to: Headwaters Resources, Inc P.O. Box 974157 Dallas, TX 75397-4157						If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		
						Subtotal		\$1,870.26
						Misc		\$0.00
						Tax		\$0.00
						Freight		\$0.00
						Trade Discount		\$0.00
						Total		\$1,870.26

Thank You

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

245483

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLOFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

FPURT CEGF C6PPWARI98 WBI 095

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
17.09	17.09		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.64
Plant:	CWHITE		Ticket Number: 26008746 5/23/2006 PO Number: Remarks:					
15.36	15.36		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$23.04
Plant:	CWHITE		Ticket Number: 26008744 5/23/2006 PO Number: Remarks:					
22.28	22.28		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$33.42
Plant:	CWHITE		Ticket Number: 26008743 5/23/2006 PO Number: Remarks:					
17.85	17.85		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.78
Plant:	CWHITE		Ticket Number: 26008741 5/23/2006 PO Number: Remarks:					
25.05	25.05		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$37.58
Plant:	CWHITE		Ticket Number: 26008740 5/23/2006 PO Number: Remarks:					
14.56	14.56		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$21.84
Plant:	CWHITE		Ticket Number: 26008739 5/23/2006 PO Number: Remarks:					
24.78	24.78		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$37.17
Plant:	CWHITE		Ticket Number: 26008738 5/23/2006					

Thank You

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 2

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REC'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/23/2006	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
17.03	17.03		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008737 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$25.55
Plant: CWHITE								
23.24	23.24		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008734 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$34.86
Plant: CWHITE								
24.38	24.38		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008730 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$36.57
Plant: CWHITE								
15.79	15.79		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008728 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$23.69
Plant: CWHITE								
25.96	25.96		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008727 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$38.94
Plant: CWHITE								
15.83	15.83		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008723 5/23/2006 PO Number:	Flex Base Handling			\$1.50	\$23.75
Plant: CWHITE								
20.63	20.63		PO Number: Remarks: CFLEXBASEHAND	Flex Base Handling			\$1.50	\$30.95

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10663 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 3

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/23/2006	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
Plant:	CWHITE		Ticket Number: 26008722 5/23/2006 PO Number: Remarks:					
23.92	23.92		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$35.88
Plant:	CWHITE		Ticket Number: 26008721 5/23/2006 PO Number: Remarks:					
17.62	17.62		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.43
Plant:	CWHITE		Ticket Number: 26008719 5/23/2006 PO Number: Remarks:					
16.29	16.29		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.44
Plant:	CWHITE		Ticket Number: 26008714 5/23/2006 PO Number: Remarks:					
24.08	24.08		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$36.12
Plant:	CWHITE		Ticket Number: 26008705 5/23/2006 PO Number: Remarks:					
16.92	16.92		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.38
Plant:	CWHITE		Ticket Number: 26008702 5/23/2006 PO Number: Remarks:					
23.43	23.43		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$35.15
Plant:	CWHITE		Ticket Number: 26008701 5/23/2006 PO Number:					

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10853 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 4

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		5/23/2006		1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER				DESCRIPTION				DISCOUNT	UNIT PRICE	EXTENDED PRICE
27.87	27.87		Remarks: CFLEXBASEHAND Ticket Number: 26008698 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$41.81
Plant:	CWHITE		Remarks: CFLEXBASEHAND Ticket Number: 26008697 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$24.99
16.66	16.66		Remarks: CFLEXBASEHAND Ticket Number: 26008695 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$35.54
Plant:	CWHITE		Remarks: CFLEXBASEHAND Ticket Number: 26008694 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$26.57
23.69	23.69		Remarks: CFLEXBASEHAND Ticket Number: 26008693 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$40.13
Plant:	CWHITE		Remarks: CFLEXBASEHAND Ticket Number: 26008690 5/23/2006 PO Number:				Flex Base Handling					\$1.50	\$24.38
17.71	17.71		Remarks: CFLEXBASEHAND Ticket Number: 26008689				Flex Base Handling					\$1.50	\$38.63
Plant:	CWHITE												
26.75	26.75												
Plant:	CWHITE												
16.25	16.25												
Plant:	CWHITE												
25.75	25.75												
Plant:	CWHITE												

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 5

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CH0USE		EXEMPT		AR NET 30		5/23/2006		1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION				DISCOUNT	UNIT PRICE	EXTENDED PRICE		
28.54	28.54		5/23/2006										
Plant:	CWHITE		PO Number:										
			Remarks:										
			CFLEXBASEHAND		Flex Base Handling					\$1.50	\$42.81		
			Ticket Number: 26008687										
			5/23/2006										
			PO Number:										
			Remarks:										
27.19	27.19		5/23/2006										
Plant:	CWHITE		CFLEXBASEHAND		Flex Base Handling					\$1.50	\$40.79		
			Ticket Number: 26008685										
			5/23/2006										
			PO Number:										
			Remarks:										
17.23	17.23		5/23/2006										
Plant:	CWHITE		CFLEXBASEHAND		Flex Base Handling					\$1.50	\$25.85		
			Ticket Number: 26008684										
			5/23/2006										
			PO Number:										
			Remarks:										
26.57	26.57		5/23/2006										
Plant:	CWHITE		CFLEXBASEHAND		Flex Base Handling					\$1.50	\$39.86		
			Ticket Number: 26008681										
			5/23/2006										
			PO Number:										
			Remarks:										
16.71	16.71		5/23/2006										
Plant:	CWHITE		CFLEXBASEHAND		Flex Base Handling					\$1.50	\$25.07		
			Ticket Number: 26008680										
			5/23/2006										
			PO Number:										
			Remarks:										
16.16	16.16		5/22/2006										
Plant:	CWHITE		CFLEXBASEHAND		Flex Base Handling					\$1.50	\$24.24		
			Ticket Number: 26008642										
			5/22/2006										
			PO Number:										
			Remarks:										

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY, SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 6

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CH0USE	EXEMPT	AR NET 30	5/23/2006	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
17.39	17.39		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.09
Plant:	CWHITE		Ticket Number: 26008593 5/18/2006 PO Number: Remarks:					
17.07	17.07		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.61
Plant:	CWHITE		Ticket Number: 26008592 5/18/2006 PO Number: Remarks:					
18.31	18.31		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$27.47
Plant:	CWHITE		Ticket Number: 26008591 5/18/2006 PO Number: Remarks:					
16.87	16.87		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.31
Plant:	CWHITE		Ticket Number: 26008589 5/18/2006 PO Number: Remarks:					
27.70	27.70		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$41.55
Plant:	CWHITE		Ticket Number: 26008588 5/18/2006 PO Number: Remarks:					
16.98	16.98		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.47
Plant:	CWHITE		Ticket Number: 26008586 5/18/2006 PO Number: Remarks:					
27.21	27.21		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$40.82
Plant:	CWHITE		Ticket Number: 26008585 5/18/2006					

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 7

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/23/2006	1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.48	16.48		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008583 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$24.72
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008582 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$42.32
28.21	28.21		Remarks: CFLEXBASEHAND Ticket Number: 26008581 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$44.90
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008580 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.34
29.93	29.93		Remarks: CFLEXBASEHAND Ticket Number: 26008577 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$39.72
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
17.56	17.56		Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
26.48	26.48		Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
17.84	17.84		Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$26.76
19.31	19.31		Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$28.97
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008576 5/18/2006 PO Number:	Flex Base Handling			\$1.50	\$28.97

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 8

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXPMPT		AR NET 30		5/23/2006		1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
Plant:	CWHITE		Ticket Number: 26008575 5/18/2006 PO Number: Remarks:										
17.70	17.70		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$26.55		
Plant:	CWHITE		Ticket Number: 26008574 5/18/2006 PO Number: Remarks:										
16.33	16.33		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$24.50		
Plant:	CWHITE		Ticket Number: 26008572 5/18/2006 PO Number: Remarks:										
16.85	16.85		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.28		
Plant:	CWHITE		Ticket Number: 26008570 5/18/2006 PO Number: Remarks:										
22.21	22.21		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$33.32		
Plant:	CWHITE		Ticket Number: 26008566 5/18/2006 PO Number: Remarks:										
22.76	22.76		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$34.14		
Plant:	CWHITE		Ticket Number: 26008562 5/18/2006 PO Number: Remarks:										
17.23	17.23		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.85		
Plant:	CWHITE		Ticket Number: 26008561 5/18/2006 PO Number:										

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7087477

DATE
5/23/2006

PAGE: 9

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		5/23/2006		1,410,943	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
21.49	21.49		Remarks: CFLEXBASEHAND Ticket Number: 26008559 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$32.24		
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008558 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$24.05		
16.03	16.03		Remarks: CFLEXBASEHAND Ticket Number: 26008556 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$34.01		
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008553 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$34.22		
22.67	22.67		Remarks: CFLEXBASEHAND Ticket Number: 26008552 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$34.56		
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008548 5/18/2006 PO Number:			Flex Base Handling				\$1.50	\$35.10		
23.04	23.04		Remarks: CFLEXBASEHAND Ticket Number: 26008542			Flex Base Handling				\$1.50	\$26.54		
Plant: CWHITE													
23.40	23.40												
Plant: CWHITE													
17.69	17.69												
Plant: CWHITE													

*Thank You*



# Contract Payment Request FAX Header

<b>Request No</b> 63280410	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7088588	<b>Invoice Amount</b> \$1,431.49	<b>Total # of Invoice Pages</b> 9		
<b>Preparer:</b> THEONITA NICHOLS	<b>Approver:</b> JAMES WILLIAMS			

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 9

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER ID	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER						
		CENTERG02	CHOUSE	EXEMET	AR NET 30	5/31/2006	1,415,911						
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE				
15.42	15.42		Remarks: CFLEXBASEHAND Ticket Number: 26008841 5/25/2006 PO Number:		Flex Base Handling			\$1.50	\$23.13				
Plant: CWHITE													
17.00	17.00		Remarks: CFLEXBASEHAND Ticket Number: 26008840 5/25/2006 PO Number:		Flex Base Handling			\$1.50	\$25.50				
Plant: CWHITE													
17.71	17.71		Remarks: CFLEXBASEHAND Ticket Number: 26008829 5/24/2006 PO Number:		Flex Base Handling			\$1.50	\$26.57				
Plant: CWHITE													
17.42	17.42		Remarks: CFLEXBASEHAND Ticket Number: 26008828 5/24/2006 PO Number:		Flex Base Handling			\$1.50	\$26.13				
Plant: CWHITE													
16.51	16.51		Remarks: CFLEXBASEHAND Ticket Number: 26008814 5/24/2006 PO Number:		Flex Base Handling			\$1.50	\$24.77				
Plant: CWHITE													
			Remarks:										
Please remit payment to:							Subtotal		\$1,431.49				
Headwaters Resources, Inc							Misc		\$0.00				
P.O. Box 974157							Tax		\$0.00				
Dallas, TX 75397-4157							Freight		\$0.00				
							Trade Discount		\$0.00				
							Total		\$1,431.49				

If you have questions please call:  
SouthCentral Region  
Pine Bluff Arkansas  
800-255-3197

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4800

Invoice 7088588

DATE
5/31/2006

632804

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

FPURJ CEGE C6PPWARI98 WBI 095

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	CWHITE	1,415,911	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
12.77	12.77		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$19.16
Plant:	CWHITE		Ticket Number: 26009077 5/31/2006 PO Number: Remarks:					
14.42	14.42		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$21.63
Plant:	CWHITE		Ticket Number: 26009076 5/31/2006 PO Number: Remarks:					
16.36	16.36		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.54
Plant:	CWHITE		Ticket Number: 26009071 5/31/2006 PO Number: Remarks:					
15.75	15.75		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$23.63
Plant:	CWHITE		Ticket Number: 26009068 5/31/2006 PO Number: Remarks:					
17.34	17.34		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.01
Plant:	CWHITE		Ticket Number: 26009065 5/31/2006 PO Number: Remarks:					
17.18	17.18		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.77
Plant:	CWHITE		Ticket Number: 26009064 5/31/2006 PO Number: Remarks:					
16.95	16.95		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.43
Plant:	CWHITE		Ticket Number: 26009063 5/31/2006					

Thank You

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 2

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/31/2006	1,415,911
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.33	16.33		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009060 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$24.50
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26009057 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$24.89
16.59	16.59		Remarks: CFLEXBASEHAND Ticket Number: 26009056 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$23.13
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26009055 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$24.62
15.42	15.42		Remarks: CFLEXBASEHAND Ticket Number: 26009050 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$22.98
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26009037 5/31/2006 PO Number:	Flex Base Handling		\$1.50	\$22.50
16.41	16.41		Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
Plant: CWHITE			Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
15.32	15.32		Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
Plant: CWHITE			Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
15.00	15.00		Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
Plant: CWHITE			Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.50
31.20	31.20		Remarks: CFLEXBASEHAND	Flex Base Handling		\$1.50	\$46.80
				Thank You			

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 3

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER			
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/31/2006	1,415,911			
QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NUMBER		DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE		
Plant:	CWHITE		Ticket Number: 26009033							
			5/31/2006							
			PO Number:							
			Remarks:							
15.64	15.64		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$23.46		
Plant:	CWHITE		Ticket Number: 26009024							
			5/31/2006							
			PO Number:							
			Remarks:							
16.96	16.96		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$25.44		
Plant:	CWHITE		Ticket Number: 26009004							
			5/30/2006							
			PO Number:							
			Remarks:							
16.16	16.16		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$24.24		
Plant:	CWHITE		Ticket Number: 26009002							
			5/30/2006							
			PO Number:							
			Remarks:							
16.05	16.05		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$24.08		
Plant:	CWHITE		Ticket Number: 26008994							
			5/30/2006							
			PO Number:							
			Remarks:							
17.03	17.03		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$25.55		
Plant:	CWHITE		Ticket Number: 26008990							
			5/30/2006							
			PO Number:							
			Remarks:							
16.91	16.91		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$25.37		
Plant:	CWHITE		Ticket Number: 26008987							
			5/30/2006							
			PO Number:							
Thank You										

0 ORDER/INVOICE

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 4

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/31/2006	1,415,911	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.97	16.97		Remarks: CFLEXBASEHAND Ticket Number: 26008986 5/30/2006 PO Number:	Flex Base Handling			\$1.50	\$25.46
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008983 5/30/2006 PO Number:	Flex Base Handling			\$1.50	\$22.40
14.93	14.93		Remarks: CFLEXBASEHAND Ticket Number: 26008938 5/30/2006 PO Number:	Flex Base Handling			\$1.50	\$24.39
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008938 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.39
16.26	16.26		Remarks: CFLEXBASEHAND Ticket Number: 26008938 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.39
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008937 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$26.97
17.98	17.98		Remarks: CFLEXBASEHAND Ticket Number: 26008937 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$26.97
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008935 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.20
16.13	16.13		Remarks: CFLEXBASEHAND Ticket Number: 26008935 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.20
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008934 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.80
16.53	16.53		Remarks: CFLEXBASEHAND Ticket Number: 26008934 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$24.80
Plant: CWHITE			Remarks: CFLEXBASEHAND Ticket Number: 26008933 5/26/2006 PO Number:	Flex Base Handling			\$1.50	\$23.66
15.77	15.77		Remarks: CFLEXBASEHAND Ticket Number: 26008933	Flex Base Handling			\$1.50	\$23.66
Plant: CWHITE								
Thank You								

9 ORDER/INVOICE

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 5

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/31/2006	1,415,911
QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.55	16.55		5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008932	Flex Base Handling		\$1.50	\$24.83
Plant: CWHITE			5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008929	Flex Base Handling		\$1.50	\$25.17
16.78	16.78		5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008928	Flex Base Handling		\$1.50	\$25.43
Plant: CWHITE			5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008925	Flex Base Handling		\$1.50	\$26.36
16.95	16.95		5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008902	Flex Base Handling		\$1.50	\$25.80
Plant: CWHITE			5/26/2006 PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008884	Flex Base Handling		\$1.50	\$24.26
17.57	17.57		5/25/2006 PO Number: Remarks:				
Plant: CWHITE							
17.20	17.20						
Plant: CWHITE							
16.17	16.17						
Plant: CWHITE							

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 6

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	5/31/2006	1,415,911	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
17.91	17.91		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.87
Plant: CWHITE			Ticket Number: 26008883 5/25/2006 PO Number: Remarks:					
17.41	17.41		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.12
Plant: CWHITE			Ticket Number: 26008881 5/25/2006 PO Number: Remarks:					
18.02	18.02		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$27.03
Plant: CWHITE			Ticket Number: 26008879 5/25/2006 PO Number: Remarks:					
17.50	17.50		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$26.25
Plant: CWHITE			Ticket Number: 26008877 5/25/2006 PO Number: Remarks:					
15.93	15.93		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$23.90
Plant: CWHITE			Ticket Number: 26008874 5/25/2006 PO Number: Remarks:					
15.23	15.23		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$22.85
Plant: CWHITE			Ticket Number: 26008873 5/25/2006 PO Number: Remarks:					
14.98	14.98		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$22.47
Plant: CWHITE			Ticket Number: 26008872 5/25/2006					

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(877) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 7

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	5/31/2006	1,415,911
QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.12	16.12		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008867 5/25/2006	Flex Base Handling		\$1.50	\$24.18
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008865 5/25/2006	Flex Base Handling		\$1.50	\$26.10
17.40	17.40		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008864 5/25/2006	Flex Base Handling		\$1.50	\$24.15
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008861 5/25/2006	Flex Base Handling		\$1.50	\$24.08
16.10	16.10		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008860 5/25/2006	Flex Base Handling		\$1.50	\$21.77
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$23.48
16.05	16.05		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
14.51	14.51		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
15.65	15.65		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
15.25	15.25		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26008853 5/25/2006	Flex Base Handling		\$1.50	\$22.88
				Thank You			

1 ORDER/INVOICE

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7088588

DATE
5/31/2006

PAGE: 8

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	5/31/2006	1,415,911
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
Plant: CWHITE			Ticket Number: 26008851 5/25/2006 PO Number: Remarks:				
15.22	15.22		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.83
Plant: CWHITE			Ticket Number: 26008849 5/25/2006 PO Number: Remarks:				
15.08	15.08		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.62
Plant: CWHITE			Ticket Number: 26008848 5/25/2006 PO Number: Remarks:				
15.16	15.16		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.74
Plant: CWHITE			Ticket Number: 26008847 5/25/2006 PO Number: Remarks:				
16.34	16.34		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$24.51
Plant: CWHITE			Ticket Number: 26008845 5/25/2006 PO Number: Remarks:				
14.77	14.77		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$22.16
Plant: CWHITE			Ticket Number: 26008843 5/25/2006 PO Number: Remarks:				
13.96	13.96		CFLEXBASEHAND	Flex Base Handling		\$1.50	\$20.94
Plant: CWHITE			Ticket Number: 26008842 5/25/2006 PO Number:				

*Thank You*



# Contract Payment Request FAX Header

<b>Request No</b> 61941410	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7090481	<b>Invoice Amount</b> \$50,210.00	<b>Total # of Invoice Pages</b> 6		
<b>Preparer:</b> THEONITA NICHOLS	<b>Approver:</b> WILLIAM RAY			

HEADWATERS RESOURCES, INC.  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7090481

DATE
6/1/2006

619414

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

FPURT CFGF WBI CUPWAR 18 095  
FPURB MTRBS WBC 095

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
10123237		CENTERG02		CHOUSE		EXEMET		AR NET 30		CWHITE		1,423,744	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE				
1.00	1.00		COTHERSVC		CONSTRUCTION LAY DOWN AREA W/ROADS			\$19,294.00	\$19,294.00				
Plant:	CWHITE		Ticket Number: JUNE 2006 6/1/2006 PO Number: Remarks:										
1.00	1.00		COTHERSVC		CONSTRUCT STAGING AREA 1			\$4,222.00	\$4,222.00				
Plant:	CWHITE		Ticket Number: JUNE 2006 6/1/2006 PO Number: Remarks:										
1.00	1.00		COTHERSVC		CONSTRUCT STAGING AREA 2			\$5,414.00	\$5,414.00				
Plant:	CWHITE		Ticket Number: JUNE 2006 6/1/2006 PO Number: Remarks:										
1.00	1.00		COTHERSVC		CONSTRUCT 2 CONCRETE PADS 30'x55'x6			\$15,820.00	\$15,820.00				
Plant:	CWHITE		Ticket Number: JUNE 2006 6/1/2006 PO Number: Remarks:										
1.00	1.00		COTHERSVC		INSTALL 6" SCHEDULE 40 STEEL CASING			\$5,460.00	\$5,460.00				
Plant:	CWHITE		Ticket Number: JUNE 2006 6/1/2006 PO Number: Remarks:										
Please remit payment to: Headwaters Resources, Inc P.O. Box 974157 Dallas, TX 75397-4157					If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197					Subtotal Misc Tax Freight Trade Discount Total		\$50,210.00 \$0.00 \$0.00 \$0.00 \$0.00 \$50,210.00	
Thank You													

LC180 ORDER/INVOICE

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7090324

DATE
6/2/2006

PAGE: 5

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOOSE		EXEMPT		AR NET 30		6/2/2006		1,423,428	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
15.27	15.27		6/1/2006										
Plant:	CWHITE		PO Number:			Flex Base Handling				\$1.50	\$22.91		
			Remarks:										
			CFLEXBASEHAND										
			Ticket Number: 26009138										
			6/1/2006										
			PO Number:										
			Remarks:										
14.27	14.27		6/1/2006			Flex Base Handling				\$1.50	\$21.41		
Plant:	CWHITE		CFLEXBASEHAND										
			Ticket Number: 26009136										
			6/1/2006										
			PO Number:										
			Remarks:										
15.84	15.84		6/1/2006			Flex Base Handling				\$1.50	\$23.76		
Plant:	CWHITE		CFLEXBASEHAND										
			Ticket Number: 26009134										
			6/1/2006										
			PO Number:										
			Remarks:										
15.88	15.88		6/1/2006			Flex Base Handling				\$1.50	\$23.82		
Plant:	CWHITE		CFLEXBASEHAND										
			Ticket Number: 26009131										
			6/1/2006										
			PO Number:										
			Remarks:										
15.69	15.69		6/1/2006			Flex Base Handling				\$1.50	\$23.54		
Plant:	CWHITE		CFLEXBASEHAND										
			Ticket Number: 26009128										
			6/1/2006										
			PO Number:										
			Remarks:										
14.95	14.95		6/1/2006			Flex Base Handling				\$1.50	\$22.43		
Plant:	CWHITE		CFLEXBASEHAND										
			Ticket Number: 26009117										
			6/1/2006										
			PO Number:										
			Remarks:										

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7090324

DATE
6/2/2006

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,423,428	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.89	16.89		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.34
Plant:	CWHITE		Ticket Number: 26009225 6/2/2006 PO Number: Remarks:					
16.78	16.78		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.17
Plant:	CWHITE		Ticket Number: 26009224 6/2/2006 PO Number: Remarks:					
14.59	14.59		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$21.89
Plant:	CWHITE		Ticket Number: 26009218 6/2/2006 PO Number: Remarks:					
15.29	15.29		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$22.94
Plant:	CWHITE		Ticket Number: 26009214 6/2/2006 PO Number: Remarks:					
15.82	15.82		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$23.73
Plant:	CWHITE		Ticket Number: 26009212 6/2/2006 PO Number: Remarks:					
14.67	14.67		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$22.01
Plant:	CWHITE		Ticket Number: 26009210 6/2/2006 PO Number: Remarks:					
15.77	15.77		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$23.66
Plant:	CWHITE		Ticket Number: 26009208 6/2/2006					

*Thank You*

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7090324

DATE
6/2/2006

PAGE: 2

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	6/2/2006	1,423,428	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
15.09	15.09		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009207 6/2/2006	Flex Base Handling			\$1.50	\$22.64
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009204 6/2/2006	Flex Base Handling			\$1.50	\$21.98
14.65	14.65		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009202 6/2/2006	Flex Base Handling			\$1.50	\$22.14
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009199 6/2/2006	Flex Base Handling			\$1.50	\$20.69
14.76	14.76		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009196 6/2/2006	Flex Base Handling			\$1.50	\$22.37
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
13.79	13.79		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
14.91	14.91		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
14.96	14.96		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$22.44
14.30	14.30		PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$21.45
Plant: CWHITE			PO Number: Remarks: CFLEXBASEHAND Ticket Number: 26009193 6/2/2006	Flex Base Handling			\$1.50	\$21.45

*Thank You*

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7090324

DATE
6/2/2006

PAGE: 3

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER			
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	6/2/2006	1,423,428			
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE		
Plant: CWHITE			Ticket Number: 26009192							
			6/2/2006							
			PO Number:							
			Remarks:							
15.10	15.10		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$22.65		
Plant: CWHITE			Ticket Number: 26009179							
			6/2/2006							
			PO Number:							
			Remarks:							
15.38	15.38		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$23.07		
Plant: CWHITE			Ticket Number: 26009175							
			6/2/2006							
			PO Number:							
			Remarks:							
15.05	15.05		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$22.58		
Plant: CWHITE			Ticket Number: 26009174							
			6/2/2006							
			PO Number:							
			Remarks:							
14.74	14.74		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$22.11		
Plant: CWHITE			Ticket Number: 26009171							
			6/2/2006							
			PO Number:							
			Remarks:							
14.50	14.50		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$21.75		
Plant: CWHITE			Ticket Number: 26009168							
			6/2/2006							
			PO Number:							
			Remarks:							
14.01	14.01		CFLEXBASEHAND		Flex Base Handling		\$1.50	\$21.02		
Plant: CWHITE			Ticket Number: 26009166							
			6/2/2006							
			PO Number:							
<i>Thank You</i>										

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY, SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7090324

DATE
6/2/2006

PAGE: 4

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 ECONOMIZER ASH LAY DOWN AREA  
 CONTRACT 10123237  
 REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	6/2/2006	1,423,428	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
14.23	14.23		Remarks: CFLEXBASEHAND Ticket Number: 26009164 6/2/2006 PO Number:	Flex Base Handling			\$1.50	\$21.35
Plant: CWHITE								
18.32	18.32		Remarks: CFLEXBASEHAND Ticket Number: 26009157 6/1/2006 PO Number:	Flex Base Handling			\$1.50	\$27.48
Plant: CWHITE								
15.43	15.43		Remarks: CFLEXBASEHAND Ticket Number: 26009155 6/1/2006 PO Number:	Flex Base Handling			\$1.50	\$23.15
Plant: CWHITE								
13.99	13.99		Remarks: CFLEXBASEHAND Ticket Number: 26009153 6/1/2006 PO Number:	Flex Base Handling			\$1.50	\$20.99
Plant: CWHITE								
14.62	14.62		Remarks: CFLEXBASEHAND Ticket Number: 26009151 6/1/2006 PO Number:	Flex Base Handling			\$1.50	\$21.93
Plant: CWHITE								
14.66	14.66		Remarks: CFLEXBASEHAND Ticket Number: 26009146 6/1/2006 PO Number:	Flex Base Handling			\$1.50	\$21.99
Plant: CWHITE								
14.40	14.40		Remarks: CFLEXBASEHAND Ticket Number: 26009144	Flex Base Handling			\$1.50	\$21.60
Plant: CWHITE								

*Thank You*



# Contract Payment Request FAX Header

<b>Request No</b> 81729410	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7090324	<b>Invoice Amount</b> \$889.23	<b>Total # of Invoice Pages</b> 1		
<b>Preparer:</b> THEONITA NICHOLS	<b>Approver:</b> JAMES WILLIAMS			

**HEADWATERS RESOURCES, INC.**  
10553 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7090324

DATE
6/2/2006

817294

PAGE: 6

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

EPURJ CFGFWBI 06PPWAR198 095

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		6/2/2006		1,423,428	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
14.71	14.71		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$22.07		
Plant:	CWHITE		Ticket Number: 26009115										
			6/1/2006										
			PO Number:										
			Remarks:										
14.82	14.82		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$22.23		
Plant:	CWHITE		Ticket Number: 26009111										
			6/1/2006										
			PO Number:										
			Remarks:										
16.84	16.84		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.26		
Plant:	CWHITE		Ticket Number: 26009109										
			6/1/2006										
			PO Number:										
			Remarks:										
14.73	14.73		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$22.10		
Plant:	CWHITE		Ticket Number: 26009108										
			6/1/2006										
			PO Number:										
			Remarks:										
16.70	16.70		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.05		
Plant:	CWHITE		Ticket Number: 26009094										
			6/1/2006										
			PO Number:										
			Remarks:										
16.35	16.35		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$24.53		
Plant:	CWHITE		Ticket Number: 26009088										
			6/1/2006										
			PO Number:										
			Remarks:										
Please remit payment to:		If you have questions please call:								Subtotal		\$889.23	
Headwaters Resources, Inc		SouthCentral Region								Misc		\$0.00	
P.O. Box 974157		Pine Bluff Arkansas								Tax		\$0.00	
Dallas, TX 75397-4157		800-255-3157								Freight		\$0.00	
										Trade Discount		\$0.00	
										Total		\$889.23	

Thank You



Contract Payment Request FAX Header

<b>Request No</b> 21135510	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7106336	<b>Invoice Amount</b> \$1,742.50	<b>Total # of Invoice Pages</b> 1		
<b>Preparer:</b> THEONITA NICHOLS		<b>Approver:</b> JAMES WILLIAMS		

HEADWATERS RESOURCES, INC.  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7106336  
DATE  
8/31/2006  
211355

PAGE: 1

**BILL TO:**  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**  
ENTERGY-WHITE BLUFF  
ECONOMIZER ASH LAY DOWN AREA  
CONTRACT 10123237  
REDFIELD AR 72132

FPURJT@FGFWB1 CLPPWAR198 090

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER				
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,486,741				
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE		
1.00	1.00		COTHERSVC		LAY DOWN & STAGING AREA CONSTRUCTIO			\$1,742.50	\$1,742.50		
Plant:	CWHITE		Ticket Number: AUGUST 2006								
			8/31/2006								
			PO Number:								
			Remarks:								
Please remit payment to:					If you have questions please call:			Subtotal	\$1,742.50		
Headwaters Resources, Inc					SouthCentral Region			Misc	\$0.00		
P.O. Box 974157					Pine Bluff Arkansas			Tax	\$0.00		
Dallas, TX 75397-4157					800-255-3197			Freight	\$0.00		
					Thank You			Trade Discount	\$0.00		
								Total	\$1,742.50		



# Contract Payment Request FAX Header

<b>Request No</b>	<b>Vendor No</b>	<b>Vendor</b>	<b>FAX TO:</b>	<b>Pmt Method:</b>
71235510	109995	HEADWATERS RESOURCES	8-433-5401	CHK
<b>Invoice No</b>	<b>Invoice Amount</b>	<b>Total # of Invoice Pages</b>		
7105142	\$325.06	2		
<b>Preparer:</b>		<b>Approver:</b>		
THEONITA NICHOLS		JAMES WILLIAMS		

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVERFRONT PARKWAY SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 584-4600

Invoice 7105142

DATE
8/29/2006

PAGE: 2

**BILL TO:**

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
CONTRACT 10123237  
STAGING AREA #1 ADDITION  
REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		8/29/2006		1,482,220	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION			DISCOUNT	UNIT PRICE	EXTENDED PRICE		
16.62	16.62		PO Number:										
Plant:	CWHITE		Remarks:										
			CFLEXBASEHAND			Flex Base Handling				\$1.50	\$24.93		
			Ticket Number: 26012521										
			8/29/2006										
			PO Number:										
			Remarks:										
16.92	16.92		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.38		
Plant:	CWHITE		Ticket Number: 26012520										
			8/29/2006										
			PO Number:										
			Remarks:										
15.30	15.30		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$22.95		
Plant:	CWHITE		Ticket Number: 26012519										
			8/29/2006										
			PO Number:										
			Remarks:										
16.93	16.93		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.40		
Plant:	CWHITE		Ticket Number: 26012518										
			8/29/2006										
			PO Number:										
			Remarks:										
16.80	16.80		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$25.20		
Plant:	CWHITE		Ticket Number: 26012517										
			8/29/2006										
			PO Number:										
			Remarks:										
17.92	17.92		CFLEXBASEHAND			Flex Base Handling				\$1.50	\$26.88		
Plant:	CWHITE		Ticket Number: 26012516										
			8/29/2006										
			PO Number:										
			Remarks:										
Please remit payment to:										Subtotal		\$325.06	
Headwaters Resources, Inc										Misc		\$0.00	
P.O. Box 974157										Tax		\$0.00	
Dallas, TX 75397-4157										Freight		\$0.00	
If you have questions please call:										Trade Discount		\$0.00	
SouthCentral Region										Total		\$325.06	
Pine Bluff Arkansas													
800-255-3197													
Thank You													

71180 ORDER/INVOICE

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVERFRONT PARKWAY SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

Invoice 7105142

DATE
8/29/2006

712355

PAGE: 1

**BILL TO:**

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MODIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

**SHIP TO:**

ENTERGY-WHITE BLUFF  
 CONTRACT 10123237  
 STAGING AREA #1 ADDITION  
 REDFIELD AR 72132

FPURJCEGEWBLC6PPWARI98 090

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,482,220	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
15.00	15.00		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$22.50
Plant:	CWHITE		Ticket Number: 26012528 8/29/2006 PO Number: Remarks:					
16.05	16.05		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.08
Plant:	CWHITE		Ticket Number: 26012527 8/29/2006 PO Number: Remarks:					
16.31	16.31		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.47
Plant:	CWHITE		Ticket Number: 26012526 8/29/2006 PO Number: Remarks:					
17.25	17.25		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.88
Plant:	CWHITE		Ticket Number: 26012525 8/29/2006 PO Number: Remarks:					
18.31	18.31		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$27.47
Plant:	CWHITE		Ticket Number: 26012524 8/29/2006 PO Number: Remarks:					
16.46	16.46		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.69
Plant:	CWHITE		Ticket Number: 26012523 8/29/2006 PO Number: Remarks:					
16.82	16.82		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$25.23
Plant:	CWHITE		Ticket Number: 26012522 8/29/2006					

Thank You



Contract Payment Request FAX Header

<b>Request No</b> 45455510	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7105143	<b>Invoice Amount</b> \$186.78	<b>Total # of Invoice Pages</b> 1		
<b>Preparer:</b> THEONITA NICHOLS		<b>Approver:</b> JAMES WILLIAMS		

HEADWATERS RESOURCES, INC.  
10653 S. RIVERFRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7105143

DATE
8/29/2006

454555

PAGE: 1

<b>BILL TO:</b> ENTERGY-WHITE BLUFF ATTENTION: CINDY MODIN 1100 WHITE BLUFF ROAD REDFIELD AR 72132	<b>SHIP TO:</b> ENTERGY-WHITE BLUFF CONTRACT 10123237 BEHIND WELDING SHOP REDFIELD AR 72132
--	---

FPLRT CFGF WBI C6PPWARI98 090

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SUB DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,482,223	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
16.57	16.57		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$24.86
Plant:	CWHITE		Ticket Number: 26012515 8/29/2006 PO Number: Remarks:					
27.09	27.09		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$40.64
Plant:	CWHITE		Ticket Number: 26012514 8/29/2006 PO Number: Remarks:					
26.38	26.38		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$39.57
Plant:	CWHITE		Ticket Number: 26012512 8/29/2006 PO Number: Remarks:					
27.28	27.28		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$40.92
Plant:	CWHITE		Ticket Number: 26012511 8/29/2006 PO Number: Remarks:					
27.19	27.19		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$40.79
Plant:	CWHITE		Ticket Number: 26012510 8/29/2006 PO Number: Remarks:					

Please remit payment to: Headwaters Resources, Inc P.O. Box 974157 Dallas, TX 75397-4157	If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197
---	--

Thank You

Subtotal	\$186.78
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
Total	\$186.78



Contract Payment Request FAX Header

<b>Request No</b> 17789910	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7155130	<b>Invoice Amount</b> \$29,700.01	<b>Total # of Invoice Pages</b> 1		
<b>Preparer:</b> THEONITA NICHOLS		<b>Approver:</b> BRIAN EDDINS		

HEADWATERS RESOURCES, INC.  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7155130

DATE
6/28/2007

177899

PAGE: 1

**BILL TO:**  
ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

**SHIP TO:**  
ENTERGY-WHITE BLUFF  
CONTRACT 10158956  
CONCRETE PADS  
REDFIELD AR 72132

EXPORT CEGF WB2 C6PPWAR236386

PURCHASE ORDER NO.		CUSTOMER ID	SALES ID	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTED NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,667,002	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
160.16	160.16		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$240.24
Plant:	CWHITE		Ticket Number: 91004512					
			6/28/2007					
			PO Number:					
			Remarks:					
247.20	247.20		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$370.80
Plant:	CWHITE		Ticket Number: 91004511					
			6/28/2007					
			PO Number:					
			Remarks:					
98.98	98.98		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$148.47
Plant:	CWHITE		Ticket Number: 91004510					
			6/28/2007					
			PO Number:					
			Remarks:					
179.79	179.79		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$269.69
Plant:	CWHITE		Ticket Number: 91004509					
			6/28/2007					
			PO Number:					
			Remarks:					
179.79	179.79		CFLEXBASEHAND	Flex Base Handling			\$1.50	\$269.69
Plant:	CWHITE		Ticket Number: 91004508					
			6/28/2007					
			PO Number:					
			Remarks:					
1.00	1.00		COTHERSVC	LABOR 2 CONCRETE PADS IN ECONO LAYD			\$28,401.12	\$28,401.12
Plant:	CWHITE		Ticket Number: CONCRETE PADS ECONO					
			6/29/2007					
			PO Number:					
			Remarks:					
RECEIVED			REVIEWED					
JUL 09 2007			JUL 11 2007					
Please remit payment to:			If you have questions please call:			Subtotal		\$29,700.01
Headwaters Resources, Inc.			SouthCentral Region			Misc		\$0.00
P.O. Box 974157			Pine Bluff Arkansas			Tax		\$0.00
Dallas, TX 75397-4157			800-255-3197			Freight		\$0.00
						Trade Discount		\$0.00
						Total		\$29,700.01
			Thank You					

Thank You



<b><u>Request No</u></b>	<b><u>Vendor No</u></b>	<b><u>Vendor</u></b>	<b><u>FAX TO:</u></b>	<b><u>Pmt Method:</u></b>
P2337416	109995	HEADWATERS RESOURCES	8-433-5401	CHK
<b><u>Invoice No</u></b>	<b><u>Invoice Amount</u></b>		<b><u>Total # of Invoice Pages</u></b>	
7158484	\$111.45		2	
<b><u>Requester</u></b>		<b><u>Approver</u></b>		
Nichols, Theonita		Johnson, Elizabeth Leopard		
(501)688-7027	( ) -	(501)688-7137		
<b><u>Business Purpose</u></b>				
Bottom Ash Handling Services				
<b><u>Product Description</u></b>				
SERVICES - ALL OTHERS				

Invoice 7158484

DATE
7/19/2007

PAGE: 2

BILL TO

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

SHIP TO:

ENTERGY-WHITE BLUFF  
ECONO. PROJECT  
REDFIELD AR 72132

PURCHASE ORDER NO		CUSTOMER I.D.		SALES I.D.		SHIPPING METHOD		PAYMENT TERMS		REQ'D SHIP DATE		MASTER NUMBER	
		CENTERG02		CHOUSE		EXEMPT		AR NET 30		CWHITE		1,679,934	
QTY ORDERED	QTY SHIPPED	QTY B/D	ITEM NUMBER		DESCRIPTION				DISCOUNT	UNIT PRICE	EXTENDED PRICE		
17.60	17.60				Bottom Ash Handling-Entergy								
Plant:	CWHITE												
22.43	22.43				Bottom Ash Handling-Entergy								
Plant:	CWHITE												
26.21	26.21				Bottom Ash Handling-Entergy								
Plant:	CWHITE												
26.12	26.12				Bottom Ash Handling-Entergy								
Plant:	CWHITE												

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7158484

DATE
7/19/2007

PAGE: 1

## BILL TO:

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

## SHIP TO:

ENTERGY-WHITE BLUFF  
ECONO PROJECT

REDFIELD AR 72132

FPURJ CFGF WBA CUPPWAR236 095  
~~FPURJ XTAC WBC 095~~

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,679,934	
QTY ORDERED	QTY SHIPPED	QTY B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
14.16	14.16		CBOTMASH/HANDENT Ticket Number: 91004722 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$7.08
Plant: CWHITE								
20.77	20.77		CBOTMASH/HANDENT Ticket Number: 91004723 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$10.39
Plant: CWHITE								
14.70	14.70		CBOTMASH/HANDENT Ticket Number: 91004726 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$7.35
Plant: CWHITE								
22.45	22.45		CBOTMASH/HANDENT Ticket Number: 91004727 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$11.23
Plant: CWHITE								
15.52	15.52		CBOTMASH/HANDENT Ticket Number: 91004728 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$7.76
Plant: CWHITE								
22.46	22.46		CBOTMASH/HANDENT Ticket Number: 91004729 7/16/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy			\$0.50	\$11.23
Plant: CWHITE								
20.44	20.44		CBOTMASH/HANDENT Ticket Number: 91004730 7/16/2007	Bottom Ash Handling-Entergy			\$0.50	\$10.22
Plant: CWHITE								
<b>RECEIVED</b> SEP 18 2007				<b>REVIEWED</b> SEP 18 2007		<i>Thank You</i>		

LC180 ORDER/INVOICE



PEARL FAX Header

<b>Request No</b> P2345537	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7170597	<b>Invoice Amount</b> \$36.51	<b>Total # of Invoice Pages</b> 1		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Bottom Ash Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

HEADWATERS RESOURCES, INC.  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7170597

DATE
9/18/2007

PAGE: 1

BILL TO:  
ENERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

SHIP TO:  
ENERGY-WHITE BLUFF  
ECONO PROJECT  
REDFIELD AR 72132

(683023)

PPURJ CEGF CLPPWAR236 WB2 095

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,702,043	
QTY. ORDERED	QTY. SHIPPED	QTY. BVO	ITEM NUMBER		DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
23.96	23.96		CBOTMASH/HANDENT		Bottom Ash Handling-Entergy		\$0.50	\$11.98
Plant:	CWHITE		Ticket Number: 91005929					
			9/18/2007					
			PO Number:					
			Remarks:					
25.44	25.44		CBOTMASH/HANDENT		Bottom Ash Handling-Entergy		\$0.50	\$12.72
Plant:	CWHITE		Ticket Number: 91005928					
			9/18/2007					
			PO Number:					
			Remarks:					
23.62	23.62		CBOTMASH/HANDENT		Bottom Ash Handling-Entergy		\$0.50	\$11.81
Plant:	CWHITE		Ticket Number: 91005927					
			9/18/2007					
			PO Number:					
			Remarks:					
RECEIVED			REVIEWED					
SEP 27 2007			OCT - 2 2007					
Please remit payment to:			If you have questions please call:			Subtotal		\$36.51
Headwaters Resources, Inc.			SouthCentral Region			Misc		\$0.00
P.O. Box 974157			Pine Bluff Arkansas			Tax		\$0.00
Dallas, TX 75397-4157			800-255-3197			Freight		\$0.00
						Trade Discount		\$0.00
						Total		\$36.51
Thank You								

Thank You



## PEARL FAX Header

<b>Request No</b> P2351086	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-433-5401	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7172797	<b>Invoice Amount</b> \$211.43	<b>Total # of Invoice Pages</b> 3		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> WB2 Economizer Ductwork Project				
<b>Product Description</b> SERVICES - ALL OTHERS				

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7172797

DATE
9/26/2007

PAGE: 3

## BILL TO:

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

## SHIP TO:

ENTERGY-WHITE BLUFF  
ECONO PROJECT

REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REC'D SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,709,363	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER	DESCRIPTION		DISCOUNT	UNIT PRICE	EXTENDED PRICE
Plant:	CWHITE		Ticket Number: 91005987 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT	Bottom Ash Handling-Entergy			\$0.50	\$11.38
22.76	22.76		Ticket Number: 91005986 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT	Bottom Ash Handling-Entergy			\$0.50	\$11.33
Plant:	CWHITE		Ticket Number: 91005985 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT	Bottom Ash Handling-Entergy			\$0.50	\$11.39
22.65	22.65		Ticket Number: 91005984 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT	Bottom Ash Handling-Entergy			\$0.50	\$11.33
Plant:	CWHITE		Ticket Number: 91005983 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT	Bottom Ash Handling-Entergy			\$0.50	\$11.17
22.77	22.77		Ticket Number: 91005982 9/21/2007 PO Number: Remarks:					
Plant:	CWHITE							
22.66	22.66							
Plant:	CWHITE							
22.33	22.33							
Plant:	CWHITE							
Please remit payment to: Headwaters Resources, Inc. P.O. Box 974157 Dallas, TX 75397-4157				If you have questions please call: SouthCentral Region Pine Bluff Arkansas 800-255-3197		Subtotal Misc Tax Freight Trade Discount Total		\$211.43 \$0.00 \$0.00 \$0.00 \$0.00 \$211.43
				Thank You				

Confidential Business Information

WB\_00018947

**HEADWATERS RESOURCES, INC.**  
10653 S. RIVER FRONT PARKWAY, SUITE 300  
SOUTH JORDAN, UT 84095  
(870) 534-4600

Invoice 7172797

DATE
9/26/2007

PAGE: 1

## BILL TO:

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

## SHIP TO:

ENTERGY-WHITE BLUFF  
ECONO PROJECT

683023

REDFIELD AR 72132

FPWRJ CEGF CLOPPWR 236 WB2 095

FWARJ CFGF 06PPWAR 136 WB2 045

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQ'D SHIP DATE	MASTER NUMBER		
		CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,709,363		
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER			DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
23.26	23.26		CBOTMASH/HANDENT Ticket Number: 91006039 9/26/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$11.63
Plant:	CWHITE								
15.94	15.94		CBOTMASH/HANDENT Ticket Number: 91006038 9/26/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$7.97
Plant:	CWHITE								
20.75	20.75		CBOTMASH/HANDENT Ticket Number: 91006008 9/24/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$10.38
Plant:	CWHITE								
23.27	23.27		CBOTMASH/HANDENT Ticket Number: 91006007 9/24/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$11.64
Plant:	CWHITE								
23.41	23.41		CBOTMASH/HANDENT Ticket Number: 91006006 9/24/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$11.71
Plant:	CWHITE								
22.42	22.42		CBOTMASH/HANDENT Ticket Number: 91005996 9/21/2007 PO Number: Remarks:			Bottom Ash Handling-Entergy		\$0.50	\$11.21
Plant:	CWHITE								
22.48	22.48		CBOTMASH/HANDENT Ticket Number: 91005995 9/21/2007			Bottom Ash Handling-Entergy		\$0.50	\$11.24
Plant:	CWHITE								

RECEIVED

OCT 1 8 2007

REVIEWED

OCT 22 2007

Thank You

**HEADWATERS RESOURCES, INC.**  
 10653 S. RIVER FRONT PARKWAY, SUITE 300  
 SOUTH JORDAN, UT 84095  
 (870) 534-4600

INVOICE

1172197

DATE

9/26/2007

PAGE: 2

## BILL TO:

ENTERGY-WHITE BLUFF  
 ATTENTION: CINDY MOBIN  
 1100 WHITE BLUFF ROAD  
 REDFIELD AR 72132

## SHIP TO:

ENTERGY-WHITE BLUFF  
 ECONO PROJECT

REDFIELD AR 72132

PURCHASE ORDER NO.		CUSTOMER I.D.	SALES I.D.	SHIPPING METHOD	PAYMENT TERMS	REQD SHIP DATE	MASTER NUMBER	
		CENTERG02	CHOOSE	EXEMPT	AR NET 30	CWHITE	1,709,363	
QTY. ORDERED	QTY. SHIPPED	QTY. B/O	ITEM NUMBER		DESCRIPTION	DISCOUNT	UNIT PRICE	EXTENDED PRICE
22.55	22.55		PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005993 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005992 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005991 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005990 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005989 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT Ticket Number: 91005988 9/21/2007 PO Number: Remarks: CBOTMASH/HANDENT		Bottom Ash Handling-Entergy		\$0.50	\$11.28
Plant: CWHITE								
22.76	22.76				Bottom Ash Handling-Entergy		\$0.50	\$11.38
Plant: CWHITE								
22.64	22.64				Bottom Ash Handling-Entergy		\$0.50	\$11.32
Plant: CWHITE								
22.46	22.46				Bottom Ash Handling-Entergy		\$0.50	\$11.23
Plant: CWHITE								
22.84	22.84				Bottom Ash Handling-Entergy		\$0.50	\$11.42
Plant: CWHITE								
22.38	22.38				Bottom Ash Handling-Entergy		\$0.50	\$11.19
Plant: CWHITE								
22.46	22.46				Bottom Ash Handling-Entergy		\$0.50	\$11.23



## PEARL FAX Header

<b>Request No</b> P2387809	<b>Vendor No</b> 109995	<b>Vendor</b> HEADWATERS RESOURCES	<b>FAX TO:</b> 8-777-1410	<b>Pmt Method:</b> CHK
<b>Invoice No</b> 7182126	<b>Invoice Amount</b> \$22.18	<b>Total # of Invoice Pages</b> 1		
<b>Requester</b> Nichols, Theonita (501)688-7027		<b>Approver</b> Johnson, Elizabeth Leopard (501)688-7137		
<b>Business Purpose</b> Bottom Ash Handling Services				
<b>Product Description</b> SERVICES - ALL OTHERS				

Jan 22 08 01:13p Headwaters Resources

5013977171

p. 1

Invoice 7182126

11/13/2007

1

ENTERGY-WHITE BLUFF  
ATTENTION: CINDY MODIN  
1100 WHITE BLUFF ROAD  
REDFIELD AR 72132

ENTERGY-WHITE BLUFF  
ECONO PROJECT  
REDFIELD AR 72132

FPURJ CFGF C6PPWAR236 WB2 095

CENTERG02	CHOUSE	EXEMPT	AR NET 30	CWHITE	1,737,579
21.62 21.62 Plant: CWHITE	CBOTMASH/HANDENT Ticket Number: 91006571 11/13/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy		\$0.50	\$10.81
22.74 22.74 Plant: CWHITE	CBOTMASH/HANDENT Ticket Number: 91006570 11/13/2007 PO Number: Remarks:	Bottom Ash Handling-Entergy		\$0.50	\$11.37

688 7188

TR 683023

Please remit payment to: If you have questions please call:  
Headwaters Resources, Inc. SouthCentral Region  
P.O. Box 974157 Pine Bluff Arkansas  
Dallas, TX 75397-4157 800-255-3197

Subtotal	\$22.18
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Trade Discount	\$0.00
<b>Total</b>	<b>\$22.18</b>